

P99000005810

Andrea J. Cataneo, Esq.

12 South Third Avenue
Mine Hill, NJ 07803

(973) 584-6994
Andi@interactive.net

August 30, 1999

Florida Department of State
Division of Corporations
Amendment Section
P.O. Box 6327
Tallahassee, FL 32314

500002974965--7
-08/31/99--01065--009
*****70.00 *****70.00

Re: Merger of *Texas In-Touch Communications, Inc.* (a
Nevada corporation) with and into *Inter-Telephony, Inc.* (a
Florida Corporation)..

Dear Sir or Madam:

Enclosed please a check for \$70.00 and copies of the following documents as they relate
to the above named merger:

- Consent of Board of Directors to Forward Split the Stock
- Consent of Board of Directors to the Merger
- Consent of Shareholders to the Merger
- Agreement and Plan of Merger
- Articles of Merger

W99-20891

The name of the surviving Florida corporation has been changed, pursuant to the merger,
to Global In-Touch Communications, Inc.

Please acknowledge receipt of the above by stamping the enclosed copy of this letter and
returning to this office in the enclosed self addressed stamped envelope.

Very truly yours,

Andrea Cataneo
Andrea Cataneo

Encl.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
99 SEP 20 PM 2:29

Merger/Name Change
LFS 9-21-99

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

TEXAS IN-TOUCH COMMUNICATIONS, INC., a Nevada corporation (not
qualified to do business in Florida)

INTO

INTER TELEPHONY, INC. which changed its name to

GLOBAL IN-TOUCH COMMUNICATIONS, INC., a Florida entity,
P99000005810.

File date: September 20, 1999

Corporate Specialist: Louise Flemming-Jackson

Andrea J. Cataneo, Esq.

12 South Third Avenue
Mine Hill, NJ 07803

(973) 584-6994
Andi@interactive.net

September 16, 1999

Ms. Louise Jackson Flemming
Florida Department of State
Division of Corporations
Amendment Section
409 East Gaines Street
P.O. Box 6327
Tallahassee, FL 32314

Re: *Merger of Texas In-Touch Communications, Inc. (a
Nevada corporation) with and into Inter-Telephony, Inc.
(a Florida Corporation).*

Dear Ms. Jackson Flemming

As per my conversation with Karen Gibson, please expedite the filing of the enclosed merger. Included are the Articles of Merger, and the Agreement and Plan of Merger. Ms. Gibson indicated that photocopies would be acceptable since the originals were sent back to the wrong address

I can be reached if you have further questions at (973) 584-6994.

Very truly yours,


Andrea Cataneo

Encl



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

September 10, 1999

ANDREA CATANEO, ESQ.
2 SOUTH THIRD AVENUE
MINE HILL, NJ 07803

SUBJECT: INTER TELEPHONY, INC.
Ref. Number: P99000005810

*GIVE to LOUISE
WOMAN very NOD + ugly
when she called on 9/16*

We have received your document for INTER TELEPHONY, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

WHEN FILING A MERGER, THE ARTICLES AND PLAN ARE REQUIRED. THE CONSENTS ARE NOT REQUIRED.

PLEASE MAKE SURE ALL THE DATES ARE COMPLETED.

The document must be signed by the chairman, any vice chairman of the board of directors, its president, or another of its officers.

The name and title of the person signing the document must be noted beneath or opposite the signature.

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 (850) 487-6880.

Karen Gibson
Corporate Specialist

Letter Number: 499A00044800

*She said she had everything
NEEDED
will have to replace
with originals when
received
FAXED her this letter 9/16*

99 SEP 20 PM 2: 29

Articles of Merger

**ARTICLES OF MERGER OF *TEXAS IN-TOUCH COMMUNICATIONS, INC.*
WITH AND INTO *INTER-TELEPHONY, INC.***

The undersigned domestic and foreign corporations do hereby execute the following Articles of Merger pursuant to the applicable provisions of the corporate laws of Florida and Nevada, for the purpose of merging **TEXAS IN-TOUCH COMMUNICATIONS, INC.**, a Nevada corporation with and into **INTER-TELEPHONY, INC.**, a Florida corporation. The surviving corporation, **INTER-TELEPHONY, INC.** will conduct business primarily out of offices located in the State of Texas, and will change its name to "**GLOBAL IN-TOUCH COMMUNICATIONS, INC.**"

TEXAS IN-TOUCH COMMUNICATIONS, INC., a Nevada business corporation having its principal business office located at 7631 Bermuda Road, Las Vegas, Nevada, 89123 (hereinafter sometimes referred to as the "merging corporation")

INTER-TELEPHONY, INC., a Florida business corporation having its principal business office located at 6595 N.W. 36th Street, Suite 309, Miami, FL 33166 (hereinafter referred to as the surviving corporation.)

1. The name which the surviving corporation is to have after the merger will be "**GLOBAL IN-TOUCH COMMUNICATIONS, INC.**"
2. This merger is permitted under the laws of the States of Florida and Nevada, **INTER- TELEPHONY, INC.** and **TEXAS IN-TOUCH COMMUNICATIONS, INC.** have complied with the applicable provisions of the laws of the States of Florida and Nevada.
3. The **AGREEMENT AND PLAN OF MERGER OF TEXAS IN-TOUCH**

hereto and incorporated herein be reference.

4. The Board of Directors of **INTER-TELEPHONY, INC.**, the surviving corporation in the merger, approved and adopted the **AGREEMENT AND PLAN OF MERGER**, by written consent on August 27 1999 and directed that such document be submitted to a vote of its shareholders. The Board of Directors of **INTER-TELEPHONY, INC.** and **TEXAS IN-TOUCH, INC.**, respectively, duly approved and adopted the **AGREEMENT AND PLAN OF MERGER** by written consent on August 27 1999 in the manner prescribed by law.
5. The number of shares outstanding and the number of shares of each corporation entitled to vote on the **AGREEMENT AND PLAN OF MERGER** were as follows:

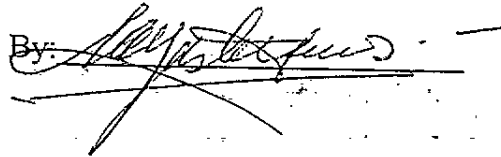
<u>Name of Corporation</u>	<u>No. of Shares Outstanding</u>	<u>Number of Shares Issued & Entitled to Vote</u>	<u>Total shares</u>
INTER-TELEPHONY, INC.	57,000,000 \$001 par value	3,000,000	60,000,000
TEXAS IN-TOUCH COMMUNICATIONS, INC.	114,686,175 \$.001 par value	17,313,825	132,000,000

There were no shares of **INTER-TELEPHONY, INC.** or **TEXAS IN-TOUCH COMMUNICATIONS, INC.** entitled to vote as a class.

6. The Charter of **INTER-TELEPHONY, INC.** will be amended in conjunction with the merger.
7. The **ARTICLES OF MERGER**, and the **AGREEMENT AND PLAN OF MERGER** incorporated herein by reference, shall be effective at 11:30 p.m. on August 27th 1999 pursuant to the Nevada Revised Statutes and the Florida Corporations Act, and the merger therein contemplated shall be deemed to be completed and consummated at said time.

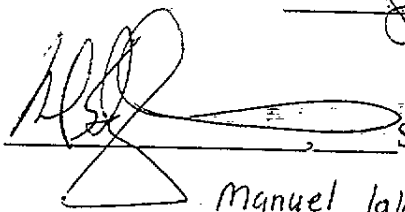
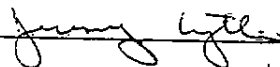
IN WITNESS WHEREOF, these ARTICLES OF MERGER have been signed by the President and Secretary (or Assistant Secretary) of INTER-TELEPHONY, INC. and by the President and Secretary (or Assistant Secretary) of TEXAS IN-TOUCH COMMUNICATIONS, INC. each thereunto duly authorized, as of the 27th day of August 1999.

INTER-TELEPHONY, INC.


By: 

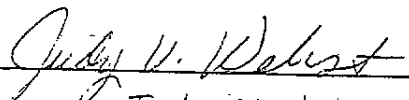
Rolando Castellanos,
President

ATTEST:

 Secretary
 Jeremy Lytle
Office Manager

TEXAS IN-TOUCH COMMUNICATIONS, INC.

By:  President

ATTEST:  Wayne A. Lowery, President
Judy V. Webster
Secretary, Treasurer

Judy V. Webster Secretary

Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER OF TEXAS IN-TOUCH COMMUNICATIONS, INC. (merging Nevada Corporation)

WITH AND INTO INTER-TELEPHONY, INC. (surviving Florida Corporation)

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of this 27th day of August, 1999, by and between **TEXAS IN-TOUCH COMMUNICATIONS, INC.**, a corporation organized under the laws of the State of Nevada (hereinafter sometimes referred to as the "merging corporation", and **INTER-TELEPHONY, INC.**, a corporation organized and existing under the laws of the State of Florida (hereinafter sometimes referred to as the "surviving corporation"), and said two corporations being hereinafter sometimes referred to as "constituent corporations";

WHEREAS, the Boards of Directors and shareholders of each of the constituent corporations desire to merge into a single corporation. **INTER-TELEPHONY, INC.** will be the surviving corporation, under and pursuant to the laws of the States of Florida and Nevada.

WHEREAS, the surviving corporation shall conduct business primarily in the State of Texas and will therefore apply for a Certificate of Authority.

WHEREAS, the surviving corporation name, at the execution of both this instrument and the **ARTICLES OF MERGER**, shall be changed to **GLOBAL IN- TOUCH COMMUNICATIONS, INC.**

NOW THEREFORE, the constituent corporations, in consideration of the mutual covenants, agreement and provisions hereinafter contained do hereby prescribe the terms and conditions of their merger and the mode of carrying the same into effect, as follows:

ARTICLE I

MERGER

- 1.1 Immediately following execution hereof, each of the parties shall call a meeting of its Board of Directors which by resolution, shall approve and adopt this Plan and Agreement of Merger as a plan of reorganization within the provisions of Section 368 (a)(1)(A) of the Internal Revenue Code.
- 1.2 Pursuant to Section 607.1103(2)(b) of the Florida Corporations Act, approval of the stockholders of **INTER-TELEPHONY, INC.** (Florida) is required under the circumstances.
- 1.3- Pursuant to Section 92A.120 (2) (b) of the Nevada Revised Statutes, approval of the stockholders of **TEXAS IN-TOUCH COMMUNICATIONS, INC.** is required.
- 1.4- The Merger contemplated by this Plan and Agreement of Merger shall become effective upon the following:
 - i. written consent by the Directors of the constituent corporations;
 - ii. written consent by the shareholders of the constituent corporations; and
 - iii. the filing of the Articles of Merger with the Florida Secretary of State and the Nevada Secretary of State.
- 1.5 **TEXAS IN-TOUCH COMMUNICATIONS, INC.** shall be merged with and into **INTER-TELEPHONY, INC.** in accordance with the laws of the States of Nevada and Florida. The separate corporate existence of **TEXAS IN-TOUCH COMMUNICATIONS, INC.** shall thereby cease, and **INTER-TELEPHONY, INC.** shall be the surviving corporation.
- 1.6 The name which the surviving corporation is to have after the merger shall be "**GLOBAL IN-TOUCH COMMUNICATIONS, INC.**"
- 1.7 On the Effective Time (as defined in Section 2.1 below), the separate existence of the Merging corporation shall cease.
 - (a) The surviving corporation shall possess all of the rights, privileges, immunities and

franchises, to the extent consistent with its Articles of Incorporation, of the constituent corporations. All the rights, privileges, powers and franchises of the merging corporation, of a public as well as of a private nature, and all property, real, personal and mixed of the merging corporation, and all debts due on whatever account to it, including all choses in action and all and every other interest of or belonging to it shall be taken by and deemed to be transferred to and vested in the surviving corporation without further act or deed; and

- (b) all such property, rights privileges, immunities and franchises, of a public as well as private nature, and all and every other interest of the merging corporation shall be thereafter as effectually the property of the surviving corporation as they were of the merging corporation.

1.8 Following the Effective Time, the officers of the surviving corporation shall prepare, execute, and file Articles of Merger with the Nevada and Florida Departments of State and take all other actions necessary to formalize the Merger, pursuant to the applicable sections of the corporation laws of Florida and Nevada.

1.9 From and after the Effective Time, the surviving corporation shall be subject to all the duties and liabilities of a corporation organized under the Florida Corporations Act and the Nevada Revised Statutes and shall be liable and responsible for al the liabilities and obligations of the constituent corporations. The rights of the creditors of the constituent corporations, or of any person dealing with such corporations, or any liens upon the property of such corporations, shall not be impaired by this merger, and claim existing or action or proceeding pending by or against either corporation may be prosecuted to judgment as if this merger had not taken place, or the Surviving corporation may be proceeded against or substituted in place of the Merging corporation. Except as otherwise specifically provided to the contrary herein, the identity, existence, purpose, powers, franchises, rights immunities and liabilities of the Surviving corporation shall continue unaffected and unimpaired by the merger.

ARTICLE II

TERMS AND CONDITIONS OF THE MERGER

The terms and conditions of the merger shall be as follows:

- 2.1 The merger shall become effective at the time of the filing of the Articles of Incorporation pursuant to Florida Corporations Act, Sections 607.1105(b) and to the Nevada Revised Statutes Sections 92A.240.
- 2.2 Prior to the Effective Time, the constituent corporations shall take all such action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Time, the Surviving corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the surviving corporation full title to all of the property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement and Plan.

ARTICLE III

CHARTER AND BYLAWS; DIRECTORS AND OFFICERS

- 3.1 The Articles of Incorporation of **INTER-TELEPHONY, INC.**, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Articles of Incorporation of the Surviving corporation until duly amended in accordance with law. The name change of the surviving corporation to **GLOBAL IN-TOUCH COMMUNICATIONS, INC.** will occur at the effective time of this agreement, and such name change will be reflected in an amendment to the Articles of Incorporation of the Surviving Corporation..
- 3.2 The Bylaws of **INTER-TELEPHONY, INC.**, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Bylaws of the Surviving corporation until duly amended in accordance with law, and no change to such Bylaws shall be affected by the merger.
- 3.3 The persons who are the Directors and officers of **TEXAS IN-TOUCH COMMUNICATIONS, INC.** immediately prior to the Effective Time shall, after the merger, continue as the Director and officers of the surviving corporation without change, to serve, subject to the provisions of the Bylaws of the surviving corporation, until their successors have been duly elected and qualified in accordance with the laws of the State of

Florida and the Articles of Incorporation and Bylaws of the surviving corporation.

ARTICLE IV

CONVERSION OF SHARES

- 4.1 The aggregate number of shares of stock which **INTER-TELEPHONY, INC.** has the authority to issue is Sixty Million (60,000,000) shares at \$.001 par value, divided into 10,000,000 Preferred Shares and 50,000,000 Common Shares. **INTER-TELEPHONY, INC.** presently has issued a total of 3,178,000 shares of capital stock.
- 4.2 The Merging corporation has a total authorized capitalization is the sum of Fifty Million (50,000,000) shares at \$.001 par value, divided into 25,000,000 Common Shares and 25,000,000 Preferred Shares. As of August 3, 1999, a total of 17,313,825 shares have been issued to 75 shareholders.
- 4.3 At the Effective Time, each issued and outstanding share of common stock of **TEXAS IN-TOUCH COMMUNICATIONS, INC.** shall be worth one share of **GLOBAL IN-TOUCH COMMUNICATIONS, INC.** stock.
- 4.4 The surviving corporation shall pay all reasonable and ordinary expenses of carrying this Agreement into effect and of accomplishing the Merger.
- 4.5 Except as specifically set forth, the identity, existence, purposes, powers, objects, franchises, privilege, rights, and immunities of **INTER-TELEPHONY, INC.** shall continue unaffected and unimpaired by the Merger and the corporate franchises, existence and rights of **TEXAS IN-TOUCH COMMUNICATIONS, INC.** shall be merged into **INTER-TELEPHONY, INC.** and **INTER- TELEPHONY, INC.**, as the surviving corporation, shall be fully vested therewith.
- 4.6 At the Effective Time of the merger, the separate existence of **TEXAS IN- TOUCH COMMUNICATIONS, INC.** shall cease, and in accordance with the terms of this agreement the surviving corporation shall possess all the rights, powers and franchises, as well of a public and private nature, and be subject to all restrictions, disabilities, and duties

of each of the constituent corporations, and all and singular, the rights, powers and franchises and all property, real, personal, and mixed and all debts due on whatever account, including stock subscriptions, and all other things in action and all and every other interest of or belonging to or due to each of the constituent corporations shall be taken and deemed to be transferred to and vested in the surviving corporation without further act or deed; and all property, rights, privileges, powers, and franchises and all and every other interest shall be thereafter as effectually the property of the surviving corporation as they were of the Merging corporation; and the title to any real estate, or interest therein, whether by deed or otherwise, under the laws of Florida and Nevada vested in such corporation, shall not revert or be in any way impaired by reason of the Merger.

- 4.7 The surviving corporation shall thenceforth be responsible and liable for all the liabilities and obligations of the constituent corporations, and any claim existing or action or proceeding pending by or against the merging corporation may be prosecuted as if the merger had not taken place, or the surviving corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either constituent corporation shall be impaired by the Merger, and all debts, liabilities, and duties of each of said constituent corporations shall attach to the surviving corporation, and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it.

ARTICLE V

REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF OF TEXAS IN-TOUCH COMMUNICATIONS, INC.

TEXAS IN-TOUCH COMMUNICATIONS, INC. intending **INTER- TELEPHONY, INC.** and its officers, directors and stockholders to rely thereon, represents, warrants and agrees as follows:

- 5.1 **TEXAS IN-TOUCH COMMUNICATIONS, INC.** shall be, as of the date of the merger, a validly existing corporation in good standing, duly organized pursuant to the laws of the State of Nevada, with all legal and corporate authority and power

to conduct its business as now being conducted and to own its properties and it possesses all necessary permits and licenses required in connection with the conduct of its business.

- 5.2 The conduct of **TEXAS IN-TOUCH COMMUNICATIONS, INC.**'s business shall be in full compliance with all applicable, federal, state and local governmental statutes, rules, regulations, ordinances and decrees.
- 5.3 The execution and delivery of this Agreement, the consummation of the transactions herein contemplated and compliance with the terms of this Agreement will not result in a breach of any of the terms or provisions of, or constitute a default under, the Articles of Incorporation or By-Laws of **TEXAS IN-TOUCH COMMUNICATIONS, INC.** upon incorporation and adoption; or of any indenture, other agreement or instrument to which the corporation may be a party or by which it or its assets may be bound; or any applicable regulation, judgment, order or decree of any governmental instrumentality or court, domestic or foreign, having jurisdiction over the corporation, its securities or its properties.
- 5.4 **TEXAS IN-TOUCH COMMUNICATIONS, INC.** is not a party to any written or oral agreement which grants an option or right of first refusal or other arrangement to acquire any of the stock or to any agreement that affects the voting rights of any of the stock, nor has the company made any commitment of any kind relating to the issuance of shares of any of its stock, whether by subscription, right of conversion, option or otherwise.
- 5.5 The execution, delivery and performance of this Agreement and the transactions contemplated hereby do not require the consent, authority or approval of any other person or entity except such as have been obtained.

The foregoing representations, warranties and agreements shall be true and correct as of the effective date of the Merger. Such representations, warranties and agreements shall survive the Merger until June 30, 2000. None of such representations, warranties and agreements contain, or shall contain as of the effective date of the Merger, any false or misleading statement of a material fact or omit, as of the effective date of the Merger, to state any material fact necessary in order to make the representations, warranties and agreements not misleading.

ARTICLE VII
REPRESENTATIONS, WARRANTIES AND AGREEMENTS
OF
INTER-TELEPHONY, INC.

INTER-TELEPHONY, INC., intending TEXAS IN-TOUCH COMMUNICATIONS, INC. to rely thereon, represents, warrants and agrees as follows:

- 6.1 INTER-TELEPHONY, INC. is, as of the date of this Agreement, a validly existing corporation in good standing, duly organized pursuant to the laws of the State of Florida, with all legal and corporate authority and power to conduct its business as now being conducted and to own its properties and it possesses all necessary permits and licenses required in connection with the conduct of its business.
- 6.2 The conduct of INTER-TELEPHONY, INC.'s business is in full compliance with all applicable federal, state and local governmental statutes, rules, regulations, ordinances and decrees.
- 1A7
gw
6.3 Pursuant to its Articles of Incorporation of INTER-TELEPHONY, INC. is authorized to issue 60,000,000 shares of \$.001 par value stock, of which 3,178,000 have been issued. There are no other authorized or outstanding securities of any class or of any kind or character of the corporation and, except as reflected in this Agreement, there are no outstanding subscriptions, options, warrants or other agreements or commitments obligating the corporation, to issue or to sell any additional shares of INTER-TELEPHONY, INC.'s stock or any options or rights with respect thereto, or any securities convertible into any shares of stock of any class.

- 6.4 The execution and delivery of this Agreement, the consummation of the transactions herein contemplated and compliance with the terms of this Agreement will not result in a breach of any of the terms or provisions of, or constitute a default under, the Articles of Incorporation or By-Laws of **INTER-TELEPHONY, INC.**; any indenture, other agreement or instrument to which the corporation is a party or by which it or its assets are bound; or any applicable regulation, judgment, order or decree of any governmental instrumentality or court, domestic or foreign, having jurisdiction over the corporation, its securities or its properties.
- 6.5 **INTER-TELEPHONY, INC.** is not a party to any written or oral agreement which grants an option or right of first refusal or other arrangement to acquire any of the stock or to any agreement that affects the voting rights of any of the stock, nor has the company made any commitment of any kind relating to the issuance of shares of any of its stock, whether by subscription, right of conversion, option or otherwise.
- 6.6 The execution, delivery and performance of this Agreement and the transactions contemplated hereby do not require the consent, authority or approval of any other person or entity except such as have been obtained.

The foregoing representations, warranties and agreements shall be true and correct as of the effective date of the Merger. Such representations, warranties and agreements shall survive the Merger until June 30, 2000. None of such representations, warranties and agreements contain, or shall contain as of the effective date of the Merger, any false or misleading statement of a material fact or omit, as of the effective date of the Merger, to state any material fact necessary in order to make the representations, warranties and agreements not misleading.

ARTICLE VII

CONDUCT OF TEXAS IN-TOUCH COMMUNICATIONS, INC. BEFORE CLOSING

From the execution of this Agreement to Closing, **TEXAS IN-TOUCH COMMUNICATIONS, INC.** shall not take any action, or enter into any agreement, that would constitute or cause any inducement, representation or warranty of **TEXAS IN-TOUCH COMMUNICATIONS, INC.** contained in this Agreement to become untrue, nor to take any action or enter into any agreement, that would constitute, or cause, a breach of this Agreement. **TEXAS IN-TOUCH COMMUNICATIONS, INC.** will use its best efforts to preserve intact its business organization, to keep available to it the services of its present officers and employees, to preserve its present relationships with persons having significant business relations with it, to maintain all of its properties in customary repair and condition and to maintain insurance policies in respect of its business and properties consistent with current practice.

ARTICLE VIII

CONDUCT OF PARTIES PENDING CLOSING

- 8.1 **TEXAS IN-TOUCH COMMUNICATIONS, INC.** and **INTER-TELEPHONY, INC.** each agrees to give to the other and the authorized representatives of the other full access to all the premises and books and records of it and to furnish the other with such financial and operating data and other information with respect to the business and properties of it as the other shall from time to time request; provided, however, that any such investigation shall not affect any of the representations and warranties hereunder; and provided further, that any such investigation shall be conducted in such manner as not to interfere unreasonably with the operation of the business of the other. In the

event of termination of this agreement, **TEXAS IN-TOUCH COMMUNICATIONS, INC.** and **INTER-TELEPHONY, INC.** will each return to the other all documents, work papers and other material obtained from the other in connection with the transactions contemplated hereby and will use all reasonable efforts to keep confidential any information obtained pursuant to this agreement unless such information is readily ascertainable from public or published information or trade sources.

- 8.2 The Boards of Directors of **TEXAS IN-TOUCH COMMUNICATIONS, INC.** and **INTER-TELEPHONY, INC.**, respectively, will adopt and approve this Plan and Agreement of Merger.

ARTICLE IX MISCELLANEOUS

- 9.1 Notwithstanding anything herein to the contrary, the Board of Directors of either of the constituent corporation may, at their sole discretion and at any time prior to the filing with the Secretary of State of Florida and the Secretary of State of Nevada of the necessary Articles of Merger giving effect to the merger, by resolution duly adopted, abandon the merger if it shall deem such action necessary, desirable and in the best interest of the respective constituent corporation. In the event of such determination and the abandonment of the Agreement and Plan pursuant to the provisions of this Paragraph 5.2, the same shall become null and void and shall have no further effect. Such termination shall not give rise to any liability on the part of either of the constituent corporation or its Directors, officers or shareholders in respect of this Agreement and Plan.

- 9.2 The Shareholders of **TEXAS IN-TOUCH COMMUNICATIONS, INC.** and

INTER-TELEPHONY, INC. dissenting to the Agreement and Plan shall be entitled, pursuant to Section 1302 of the Florida Corporations' Act and Section 92A.380 of the NRS, to be paid the fair value of their shares upon compliance with such statutory sections.

- 9.3 **ENTIRE AGREEMENT** This AGREEMENT AND PLAN embodies the entire agreement between the parties hereto and there are no agreements, understandings, restrictions or warranties between the parties hereto other than those set forth herein or herein provided for.
- 9.4 **NOTICES.** All notices to a party shall be deemed given when mailed by registered or certified mail to the address at the head of this Agreement, or another address as may be substituted therefore.
- 9.5 **INTEGRATION.** This Agreement is the entire Agreement between and among the parties and supersedes any prior agreement(s) among the parties with respect thereto except as herein specified. No alteration, modification, or waiver of term or condition hereof shall be binding unless in writing and signed by all parties.
- 9.6 **AMENDMENTS.** This Agreement may be amended only with the written approval of the party to be charged therewith; provided, however, that no such amendment may be made that would cause a breach of any warranty or representation herein.
- 9.7 **NO ASSIGNMENT.** This Agreement any not be assigned by either party or by operation of law or otherwise.
- 9.8 **CONSTRUCTION.** Whenever required by the context hereof: the masculine gender shall be deemed to include the feminine and neuter; and the singular member shall be

deemed to include the plural. Time is expressly declared to be of the essence of this Agreement

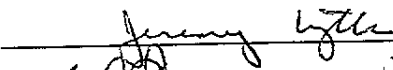

- 9.9 **INTERPRETATION.** It is the intent of the parties that this Agreement shall be construed and interpreted, and that all questions arising hereunder shall be determined in accordance with the provisions of the laws of the State of Florida and/or Nevada as conflict of laws provisions may require.
- 9.10 **ARBITRATION.** Any controversy, claim or dispute arising out of or resulting from this Agreement, or the breach thereof, that cannot be resolved by negotiation, shall be resolved by arbitration, to be held in Houston, Texas, in accordance with the rules and regulation of the American Arbitration Association, except that the provisions for discovery shall be as set forth in the Rules of Civil Procedure then in effect in Texas. Failure of a party to participate or cooperate shall constitute grounds for default judgment. The arbitrator shall award legal fees and costs to the prevailing party. The decision of the arbitrator shall in each case, including awards and the allocation of costs, be final and binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction thereof.
- 9.11 **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, any one of which shall be deemed to be an original.
- 9.12 **BROKERS' OR FINDERS' FEES.** This merger is being done to merge the merging corporation into the surviving corporation. No agent, broker, person, or firm acting on behalf of either party or any of their subsidiaries or under the authority of any of them is or will be entitled to any commission or broker's or finder's fee or financial advisory fee in connection with any of the transactions contemplated herein.

IN WITNESS WHEREOF, this AGREEMENT AND PLAN has been signed by the duly authorized officers of the constituent corporation pursuant to the authorization by the Board of Directors and Shareholders of the constituent corporations, all as of the day and year first above written.

INTER-TELEPHONY, INC.

By: 
Rolando Castellano, President

ATTEST:

 Jeremy Lytle, Office Manager
 Secretary
Manuel Iglesias, Secretary

TEXAS IN-TOUCH COMMUNICATIONS, INC.

By: Wayne A. Lowery, President
Wayne A Lowery, President

ATTEST:

Judy V. Webster
Judy V. Webster Secretary