

P99000049534

CORPORATION(S) NAME

(1) Nimbus Group, Inc.

(2) Nimbus Jets, Inc.

(3) TTA Solutions, Inc.

(4) TTA Solutions, Inc. with and into: Take to Auction.Com, Inc.

0

600004612516--1

-09/26/01-01073-007

*****113.75 *****113.75

() Profit

() Amendment

() Merger

() Nonprofit

() Foreign

() Dissolution/Withdrawal

() Mark

() Reinstatement

() Limited Partnership

() Annual Report

() Other

() LLC

() Name Registration

() Change of RA

() Fictitious Name

() UCC

() Certified Copy

() Photocopies

() CUS

() Call When Ready

() Call If Problem

() After 4:30

(x) Walk In

() Will Wait

(x) Pick Up

() Mail Out

Name

9/26/01

Order#: 4807214

Availability

Document

Examiner

Updater

Verifier

W.P. Verifier

X00789, 00524, 00531, 00711, 00672

Amount: \$

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

A CCH LEGAL INFORMATION SERVICES COMPANY

To: Annette Ramsey
From: Melanie.

Please give me
a call w/ Any Problems.
The money may be
wrong.

Melanie
222-1092

SEP 26 PM 4:04
TALLAHASSEE, FLORIDA

01 SEP 26 PM 2:05
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

RECEIVED

ARTICLES OF MERGER
Merger Sheet

MERGING:

TTA SOLUTIONS, INC., a Florida corporation P01000094265

INTO

TAKE TO AUCTION.COM, INC., a Florida entity, P99000049534

File date: September 26, 2001

Corporate Specialist: Annette Ramsey



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

September 26, 2001

CT Corporation System
660 East Jefferson Street
Tallahassee, FL 32301

SUBJECT: TAKE TO AUCTION.COM, INC.
Ref. Number: P99000049534

We have received your document for TAKE TO AUCTION.COM, INC. and your check(s) totaling \$113.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please fill in the effective date (on the second page).

For each corporation, the document must contain the date of adoption of the plan of merger or share exchange by the shareholders or by the board of directors when no vote of the shareholders is required.

If shareholder approval was not required, a statement to that effect must be contained in the merger for each applicable corporation.

If you have any questions concerning the filing of your document, please call (850) 245-6907.

Annette Ramsey
Corporate Specialist

Letter Number: 301A00053655

Please file - Info
Thur
J

RECEIVED

01 SEP 28 PM 2:07

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED
01 SEP 26 PM 4:04
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

of

TTA SOLUTIONS, INC.

with and into

TAKE TO AUCTION.COM, INC.

Pursuant to Section 607.11045 of the Florida Business Corporations Act (the "FBCA"), Take To Auction.com, Inc., a Florida corporation ("TTA") and TTA Solutions, Inc., a Florida corporation ("TSI"), effective as of the Effective Time as set forth in Article III below, submit the following Articles of Merger for the purpose of effecting a merger in accordance with the provisions of the FBCA, and hereby certify as follows:

ARTICLE I

The Agreement and Plan of Merger (the "Plan of Merger"), attached hereto and incorporated by reference herein, and adopted in accordance with the provisions of Section 607.11045 of the FBCA, provides for the merger of TSI with and into TTA, with TTA as the surviving corporation (the "Merger").

ARTICLE II

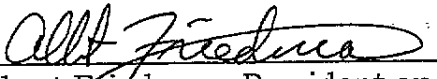
The Plan of Merger was duly approved and authorized by unanimous written consent executed by all the members of the Boards of Directors of TTA and TSI pursuant to Sections 607.0821 and 607.11045 of the FBCA. Furthermore, all of the conditions specified in subsection (3) of Section 607.11045 have been satisfied. No vote by either the shareholders of TTA or TSI is required to approve and authorize the Plan of Merger pursuant to Section 607.1104. The date of adoption is September 17, 2001.

ARTICLE III


The Merger shall be effective as of the 26th day of September, 2001, or as soon as thereafter practicable (the "Effective Time"). At the Effective Time the separate existence of TSI shall cease and TSI shall be merged with and into TTA in accordance with the terms and conditions of the Plan of Merger.

IN WITNESS WHEREOF the parties to these Articles of Merger have caused them to be duly executed by their respective authorized officers this 11 day of September, 2001.

TAKE TO AUCTION.COM, INC.
(a Florida corporation)


Albert Friedman, President and CEO

TTA SOLUTIONS, INC.
(a Florida corporation)


Albert Friedman, President

TAKE TO AUCTION.COM, INC.

Written Consent of Directors

The undersigned, being all of the directors of Take to Auction.com, Inc. (the "Corporation"), for the purpose of taking action without a meeting of the Board of Directors of the Corporation (the "Board") pursuant to Section 607.0821 of the Florida Business Corporations Act ("FBCA"), hereby waive any required notice and adopt the following resolutions:

1. MERGER; MERGER AGREEMENT

RESOLVED, that it is the determination of the Board that the proposed merger (the "Merger") of TTA Solutions, Inc. ("Merger Sub"), a second tier subsidiary of the Corporation, with the Corporation with the result that the Corporation will survive the merger and become a wholly owned subsidiary of Nimbus Group, Inc. ("Nimbus Group"), a current subsidiary of the Corporation, is in the best interests of the Corporation and its shareholders and that it is advisable that the Corporation merge with Merger Sub upon the terms of the proposed Merger Agreement (as defined below);

RESOLVED FURTHER, that it is the determination of the Board that the terms of the proposed Agreement and Plan of Merger by and among the Corporation, Merger Sub and Nimbus Group, in the form attached hereto as Exhibit A (the "Merger Agreement"), and the transactions contemplated thereby, including the Merger, are fair to the Corporation and its shareholders, and that it is advisable and in the best interests of the Corporation and its shareholders for the Corporation to execute and deliver the Merger Agreement and to consummate the Merger subject to the terms and conditions set forth in the Merger Agreement and consistent with these resolutions;

RESOLVED FURTHER, that it is the determination of the Board that the Merger satisfies the requirements of Section 607.11045 of the FBCA, and accordingly, that no vote of the shareholders of the Corporation is necessary to authorize the Merger;

RESOLVED FURTHER, that the Board hereby authorizes, adopts and approves the Merger Agreement and the transactions contemplated thereby, including the Merger;

RESOLVED FURTHER, that the appropriate officers of the Corporation, or any one of them, hereby are authorized, empowered, and directed, in the name and on behalf of the Corporation, to execute and deliver the Merger Agreement and to effect the Merger thereunder;

RESOLVED FURTHER, that the appropriate officers of the Corporation, or any one or more of them, hereby are authorized, empowered, and directed (subject to shareholder approval as necessary or advisable), in the name and on behalf of the Corporation, to do all things, to take all such actions and to negotiate, prepare, execute, deliver, perform, and file all such agreements, instruments, reports, documents and regulatory and other notices as may be determined by such officer(s) to be necessary or appropriate in connection with the Merger, the Merger Agreement or any of the transactions described therein and contemplated thereunder (such determination to be conclusively, but not exclusively, evidenced by the taking of such actions or the execution of such agreements, instruments, reports, documents or regulatory or other notices by such officer(s)).

2. GENERAL

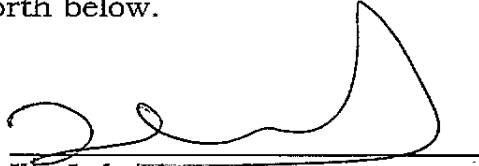
RESOLVED, that all actions taken and all agreements, instruments, reports, and documents executed, delivered, or filed through the date hereof by any officer of the Corporation in the name and on behalf of the Corporation in connection with, and consistent with, any of the foregoing resolutions hereby are approved, ratified and confirmed in all respects;

RESOLVED FURTHER, that the appropriate officers of the Corporation, or any one or more of them, hereby are authorized, in the name and on behalf of the Corporation, to take such further actions and to execute, deliver, and file such further agreements, instruments, reports, and documents as any such officer may determine to be necessary or advisable in order to effectuate the foregoing resolutions (such determination to be conclusively, but not exclusively, evidenced by the taking of such actions or by the execution of such agreements, instruments, reports and documents); and


RESOLVED FURTHER, that this Written Consent of Directors shall be filed with the Minutes and records of the Corporation.

IN WITNESS WHEREOF, each of the undersigned has executed this
Written Consent of Directors as of the date set forth below.

September 17, 2001


Ilia Lekach

Horacio Groisman


Albert Friedman
Mitchell Morgan
Jonathan Geller


Hugo Calemczuk

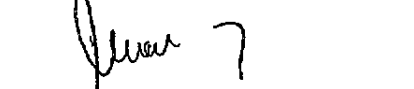
Miguel Cauvi


Alan Blustein

IN WITNESS WHEREOF, each of the undersigned has executed this
Written Consent of Directors as of the date set forth below.

September __, 2001


Ilya Lekach

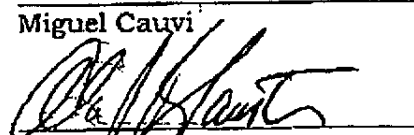

Horacio Groisman


Albert Friedman

Mitchell Morgan

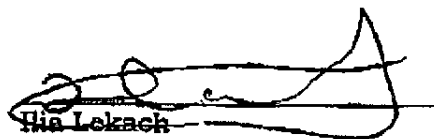

Jonathan Geller

Hugo Calenczuk

Miguel Cauvi

Alan Blaustein

IN WITNESS WHEREOF, each of the undersigned has executed this
Written Consent of Directors as of the date set forth below.

September __, 2001


Lia Lelach

Horacio Groisman

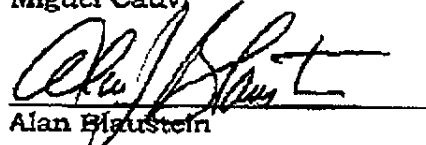

Albert Friedman


Mitchell Morgan


Jonathan Geller



Hugo Calenczuk


Miguel Cauvi


Alan Blaustein

IN WITNESS WHEREOF, each of the undersigned has executed this
Written Consent of Director on the date set forth below.


September __, 2001

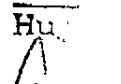

Lia L. [unclear]



Horacio [unclear]


Alberto [unclear]


Mitchell [unclear]


Jones [unclear]


Hu [unclear]


Al [unclear]

AGREEMENT AND PLAN OF MERGER

Among

NIMBUS GROUP, INC.

AND

TTA SOLUTIONS, INC.

AND

TAKE TO AUCTION.COM, INC.

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is dated as of September [17], 2001, among NIMBUS GROUP, INC., a Florida corporation ("Nimbus"), TTA SOLUTIONS, INC., a Florida corporation and a wholly owned subsidiary of Nimbus ("Solutions"), and TAKE TO AUCTION.COM, INC., a Florida corporation ("TTA").

RECITALS

A. Nimbus has an authorized capitalization of (i) 50,000,000 shares of common stock, par value \$.001 per share ("Nimbus Common Stock"), of which one share is issued and outstanding on the date hereof and owned by TTA and (ii) 10,000,000 shares of preferred stock, par value \$.001 per share (the "Nimbus Preferred Stock"), of which no shares are issued and outstanding on the date hereof.

B. Solutions has an authorized capitalization of 1,000 shares of common stock, par value \$.001 per share ("Solutions Common Stock"), of which 1,000 shares are issued and outstanding on the date hereof, all of which are owned by Nimbus.

C. TTA has an authorized capitalization of (i) 50,000,000 shares of common stock, par value \$.001 per share ("TTA Common Stock"), of which 7,438,889 shares are issued and outstanding on the date hereof, and (ii) 10,000,000 shares of preferred stock, par value \$.001 per share (the "TTA Preferred Stock"), of which no shares are outstanding on the date hereof.

D. The respective Boards of Directors of Nimbus, Solutions and TTA have determined that it is advisable that Solutions be merged with and into TTA (the "Merger"), with TTA continuing as the surviving corporation in the Merger (the "Surviving Corporation") pursuant and subject to the terms and conditions of this Agreement and applicable law.

E. The Merger is intended to qualify as a "reorganization" under the provisions of Section 368(a)(2)(E) of the Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

THE MERGER

1.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with applicable law, at the

Effective Time of the Merger (as defined in Section 1.2), Solutions shall be merged with and into TTA. As a result of the Merger, the separate existence of Solutions shall cease and TTA shall continue as the Surviving Corporation of the Merger.

1.2 Effective Time of the Merger. Subject to the terms and conditions of this Agreement, the articles of merger (the "Florida Articles of Merger") shall be executed and filed with the Secretary of State of the State of Florida ("Florida Secretary of State") in accordance with the Florida Business Corporations Act at or as soon as practicable after the Closing (as defined in Section 1.3). The Merger shall become effective upon such filing of the Florida Articles of Merger (the "Effective Time of the Merger").

1.3 Closing. Subject to the terms and conditions of this Agreement, the closing of the Merger (the "Closing") will take place as soon as practicable after satisfaction or, if permissible, waiver of the latest to occur of the conditions set forth in Article IV hereof (the "Closing Date"), at the offices of TTA, 5555 Anglers Avenue, Suite 16, Fort Lauderdale, FL 33312, unless another date or place is agreed to in writing by the parties hereto.

1.4 Effects of the Merger. At the Effective Time of the Merger, the effect of the Merger shall be as provided in the provisions of applicable law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time of the Merger, all of the property, rights, privileges, powers and franchises of Solutions and TTA shall vest in the Surviving Corporation, and all debts, liabilities and duties of Solutions and TTA shall become the debts, liabilities and duties of the Surviving Corporation.

1.5 Surviving Corporation Articles of Incorporation and Bylaws; Directors and Officers. At the Effective Time of the Merger (i) the Amended and Restated Certificate of Incorporation and Bylaws of TTA, as in effect immediately prior to the Effective Time of the Merger, shall be the certificate of incorporation and bylaws of the Surviving Corporation until thereafter amended as provided by applicable law, provided that such Amended and Restated Certificate of Incorporation shall be amended as provided in Section 1.6 hereof, and (ii) the officers and directors of TTA immediately prior to the Effective Time of the Merger shall be the officers and directors of the Surviving Corporation.

1.6 Amendment to the Surviving Corporation's Articles of Incorporation.

(a) At the Effective Time of the Merger, Article 6 of the Amended and Restated Articles of Incorporation of the Surviving Corporation shall be added to read as follows:

**"VOTE OF STOCKHOLDERS OF NIMBUS GROUP, INC.
TO APPROVE CERTAIN ACTIONS**

Any act or transaction by or involving the Corporation other than the election or removal of directors of the Corporation that requires for its adoption under the Florida Business Corporations Act or these Articles of Incorporation the approval of the Corporation's shareholders shall require, in addition, the approval of the shareholders of Nimbus Group, Inc. (or any successor by merger), by the same vote as is required by the Florida Business Corporations Act and/or by these Articles of Incorporation."

ARTICLE II

**EFFECT OF THE MERGER ON THE CAPITAL STOCK OF THE
CONSTITUENT CORPORATIONS**

2.1 Effect on Capital Stock. As of the Effective Time of the Merger, by virtue of the Merger and without any action on the part of TTA, Nimbus, Solutions or the holders of securities of any of the foregoing:

(a) Conversion of TTA Capital Stock. (i) Each share of TTA Common Stock issued and outstanding immediately prior to the Effective Time of the Merger shall be converted into the right to receive one share of Nimbus Common Stock, (ii) each share of TTA Preferred Stock issued and outstanding immediately prior to the Effective Time of the Merger shall be converted into the right to receive one share of Nimbus Preferred Stock. Each certificate representing TTA Common Stock or TTA Preferred Stock immediately prior to the Effective Time of the Merger shall be deemed, without the need for any exchange or transfer, to represent the same number of shares of Nimbus Common or Nimbus Preferred Stock, as the case may be.

(b) Conversion of Solutions Capital Stock. Each share of Solutions Common Stock issued and outstanding immediately prior to the Effective Time of the Merger, all of which shares are owned by Nimbus, shall be converted into one share of common stock, par value \$.001 per share, of the Surviving Corporation.

(c) Stock Options. Nimbus shall assume and continue all the rights and obligations of TTA under TTA's 1999 Stock Incentive Plan (the "Plan"). The outstanding options under the Plan (the "Company Stock

Options") assumed by Nimbus shall be exercisable upon the same terms and conditions as under the Plan immediately prior to the Effective Time of the Merger, except that, upon the exercise of each such Company Stock Option exercisable for shares of TTA Common Stock, the same number of shares of Nimbus Common Stock shall be issuable in lieu of such shares of TTA Common Stock issuable upon the exercise thereof immediately prior to the Effective Time of the Merger. TTA and Nimbus agree to take all corporate and other action as shall be necessary to effectuate the foregoing. Nimbus will take all corporate and other action necessary to reserve and make available sufficient shares of Nimbus Common Stock for issuance upon exercise of Company Stock Options.

2.2 Cancellation of Stock. At the Effective Time of the Merger, each share of Nimbus Common Stock that is issued and outstanding immediately prior to the Effective Time of the Merger shall be cancelled and retired and all rights in respect thereof shall cease to exist without any conversion thereof or payment therefor and no stock of TTA or other consideration shall be delivered in exchange therefor.

2.3 Stock Transfer Books. At the Effective Time of the Merger, the stock transfer books for the shares of TTA Common Stock and TTA Preferred Stock which have been converted into the right to receive shares of Nimbus Common Stock and Nimbus Preferred Stock pursuant to Section 2.1 hereof shall be deemed closed, and no transfer of such shares shall thereafter be made or consummated.

2.4 Tax Consequences. It is intended by the parties hereto that the Merger shall constitute a reorganization within the meaning of Section 368(a) of the Code.

ARTICLE III

ADDITIONAL AGREEMENTS

3.1 Directors and Management of Nimbus After the Effective Time of the Merger. Upon the Effective Time of the Merger, the Nimbus Board of Directors will consist of the persons serving as directors of TTA immediately prior to the Effective Time of the Merger. In addition, upon the Effective Time of the Merger, Nimbus' management will consist of the persons serving as TTA's management team immediately prior to the Effective Time of the Merger.

3.2 Consent. Each of Nimbus, TTA and Solutions shall promptly apply for or otherwise seek, and use its best efforts to obtain, all consents and approvals required to be obtained by it for consummation of the Merger.

ARTICLE IV

CONDITIONS PRECEDENT

4.1 Conditions to Each Party's Obligation to Effect the Merger.

The respective obligation of each party to effect the Merger shall be subject to the satisfaction at or prior to the Closing of the following conditions:

(a) Stockholder Approvals. This Agreement shall have been approved and adopted by the stockholders of TTA, Nimbus and/or Solutions to the extent, but only to the extent, required by applicable law.

(b) Government Approvals. All authorizations, consents, orders or approvals of, or declarations or filings with, or expiration of waiting periods imposed by, any court or governmental authority of competent jurisdiction necessary for the consummation of the transactions contemplated by this Agreement shall have been filed, occurred or been obtained other than filings relating to the Merger or affecting Nimbus' ownership of TTA or any of its subsidiaries or any of their properties, if failure to make such filing or obtain such approval would not be materially adverse to the ability of TTA or Nimbus to conduct business following consummation of the Merger.

(c) Legal Action. No temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition (an "Injunction") preventing the consummation of the Merger shall be in effect, nor shall any proceeding brought by any administrative agency or commission or other governmental authority or instrumentality, domestic or foreign, selling any of the foregoing be pending. In the event an Injunction shall have been issued, each party agrees to use its reasonable diligent efforts to have the Injunction lifted.

(d) Statutes. No statute, rule or regulation shall have been enacted by any court or governmental authority of competent jurisdiction which would make the consummation of the Merger illegal.

ARTICLE V

TERMINATION, AMENDMENT AND WAIVER

5.1 Termination. This Agreement may be terminated at any time prior to the Effective Time of the Merger, whether before or after approval of matters presented in connection with the Merger by the stockholders of TTA, Solutions and Nimbus (to the extent such approval is required):

(a) by mutual written consent of TTA and Nimbus; or

(b) by either Nimbus or TTA if any required approval of the stockholders of TTA or Nimbus shall not have been obtained.

When action is taken to terminate this Agreement pursuant to this Section 5.1, it shall be sufficient for such action to be authorized by the Board of Directors of the party taking such action and for such party then to notify in writing the other party (or parties) of such action.

5.2 Effect of Termination. In the event of termination of this Agreement by either TTA or Nimbus as provided in Section 5.1, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of Nimbus, Solutions or TTA or their respective officers or directors.

5.3 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expense.

5.4 Amendment. This Agreement may be amended by the parties hereto by action taken by their respective Boards of Directors at any time before or after approval of matters presented in connection with the Merger by the stockholders of TTA, Solutions or Nimbus (to the extent such approval is required); provided that after any such stockholder approval, no amendment shall be made which by law requires the further approval of stockholders without obtaining such further approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

ARTICLE VI

GENERAL PROVISIONS

6.1 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail (return receipt requested) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(i) if to Nimbus, TTA, and/or Solutions, to

Nimbus, Inc./Take To Auction.com, Inc./or TTA Solutions,
Inc.

5555 Anglers Avenue, Suite 16
Fort Lauderdale, FL 33312

Telecopy: 512/878-4010

with a copy (which shall not constitute notice) to:

Hogan & Hartson L.L.P.
1111 Brickell Avenue, 19th Floor
Miami, Florida 33131
Attention: Keith Wasserstrom, Esq.
Telecopy: 305-459-6550

6.2 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

6.3 Entire Agreement. This Agreement constitutes the entire agreement with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to such subject matter and, except as otherwise expressly provided herein, is not intended to confer upon any other person any rights or remedies hereunder.

6.4 Assignment. This Agreement shall not be assigned by operation of law or otherwise.

6.5 Parties of Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

6.6 Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto.

6.7 Governing Law. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida (excluding the choice-of-law rules thereof).

* * * * *

IN WITNESS WHEREOF, Nimbus, Solutions and TTA have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

NIMBUS GROUP, INC.

By: Albert Friedman
Name: ALBERT FRIEDMAN
Title: PRESIDENT + CEO

TTA SOLUTIONS, INC.

By: Albert Friedman
Name: PRESIDENT + ALBERT FRIEDMAN
Title:

TAKE TO AUCTION.COM, INC.

By: Albert Friedman
Name: ALBERT FRIEDMAN
Title: PRESIDENT + CEO.

I, Mitchell Morgan, Secretary of Take To Auction.com, Inc., hereby certify that this Agreement has been adopted by Take to Auction.com, Inc. pursuant to §607.11045 of the Florida Business Corporations Act and all of the conditions specified in subsection (3) of §607.11045 of the Florida Business Corporations Act have been satisfied.

Mitchell Morgan
Mitchell Morgan, Secretary
Take To Auction.com, Inc.