

P99000077158



ACCOUNT NO. : 072100000032

REFERENCE : 532493 4327512

AUTHORIZATION :

Patricia Pizito

COST LIMIT : \$ 78.75

FILED
99 DEC 29 PM 4:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : December 29, 1999

ORDER TIME : 11:48 AM

ORDER NO. : 532493-010

CUSTOMER NO: 4327512

EFFECTIVE DATE
12/31/99

CUSTOMER: Ms. Susan Kubar
Quarles & Brady
Suite 320
4501 N. Tamiami Trail
Naples, FL 34103

900003083299--3

ARTICLES OF MERGER

SHOPWARE PRODUCTS GROUP, INC.

INTO

SHOPWARE PRODUCTS GROUP, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Angie Glisar

EXAMINER'S INITIALS:

RECEIVED
99 DEC 29 PM 12:15
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

merger

V. SHEPARD JAN 3 - 2000

ARTICLES OF MERGER
Merger Sheet

MERGING:

SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation not qualified in
Florida

INTO

SHOPWARE PRODUCTS GROUP, INC., a Florida entity, P99000077158

File date: December 29, 1999, effective December 31, 1999

Corporate Specialist: Velma Shepard

Account number: 072100000032

Account charged: 78.75



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

December 30, 1999

CSC

TALLAHASSEE, FL

SUBJECT: SHOPWARE PRODUCTS GROUP, INC.
Ref. Number: P99000077158

RESUBMIT

Please give original
submission date as file date.

We have received your document for SHOPWARE PRODUCTS GROUP, INC. and the authorization to debit your account in the amount of \$78.75. However, the document has not been filed and is being returned for the following:

The articles of merger must contain the provisions of the plan of merger or the plan of merger must be attached.

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) 487-6909.

Velma Shepard
Corporate Specialist

Letter Number: 699A00060772

RECEIVED
00 JAN -3 AM 10:45
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER
OF FOREIGN AND DOMESTIC CORPORATION
INTO
SHOPWARE PRODUCTS GROUP, INC.**

EFFECTIVE DATE

12/31/99

FILED
99 DEC 29 PM 4:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act, the undersigned corporations, SHOPWARE PRODUCTS GROUP, INC., a Florida corporation, and SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, adopt the following Articles of Merger for the purpose of merging SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, into SHOPWARE PRODUCTS GROUP, INC., a Florida corporation.

1. The Plan and Agreement of Merger setting forth the terms and conditions of the merger of SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, into SHOPWARE PRODUCTS GROUP, INC., a Florida corporation, is attached to these Articles as an exhibit and incorporated herein by reference.

Adoption of Plan

2. There are 200 shares of common stock, each of no par value, of SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, issued and outstanding that were entitled to vote on the Plan of Merger. Two Hundred (200) shares were voted in favor of the Plan of Merger, and no shares were voted against the Plan of Merger, at a special meeting of the shareholders of SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, held on November 5, 1999.

3. There are 200 shares of common stock of SHOPWARE PRODUCTS GROUP, INC., a Florida corporation, issued and outstanding that were entitled to vote on the Plan of Merger. Two Hundred (200) shares were voted in favor of the Plan of Merger, and no shares were voted against

the Plan of Merger, at a special meeting of the shareholders of SHOPWARE PRODUCTS GROUP, INC., a Florida corporation, held on November 5, 1999.

Effective Date

4. The Plan of Merger shall be effective at 12:01 a.m. on December 31, 1999, or upon the filing of the Certificate of Merger with the Secretary of State of Ohio and these Articles of Merger with the Secretary of State of Florida, whichever occurs first.

Foreign Law

5. The laws of the State of Ohio, the jurisdiction of organization of SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, permit the merger contemplated by the Plan and Agreement of Merger, and the laws of the State of Ohio have been complied with or, on fulfillment of all filing and recording requirements set forth by the applicable laws of the State of Ohio, will have been complied with.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to be signed November 5, 1999.

SHOPWARE PRODUCTS GROUP, INC.,
a Florida corporation

By: 

Ronald Yon, President

ATTEST:



William E. Raudabaugh, Secretary

SHOPWARE PRODUCTS GROUP, INC.,
OHIO, an Ohio corporation

By: 

Ronald Yon, President

ATTEST:



William E. Raudabaugh, Secretary

EXHIBIT "A"

PLAN AND AGREEMENT OF MERGER

This is a Plan and Agreement of Merger between SHOPWARE PRODUCTS GROUP, INC., a Florida corporation (hereafter referred to as the "Surviving Corporation"), and SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation (hereafter referred to as the "Merging Corporation").

ARTICLE 1. PLAN OF MERGER

Plan Adopted

1.01. A plan of merger of SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, and SHOPWARE PRODUCTS GROUP, INC., a Florida corporation, pursuant to Sections 607.1101 and 607.1107 of the Florida Statutes and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(a) SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, shall be merged with and into SHOPWARE PRODUCTS GROUP, INC., a Florida corporation, to exist and be governed by the laws of the State of Florida.

(b) The name of the surviving corporation shall be SHOPWARE PRODUCTS GROUP, INC., with its principal office located at 1175 Partridge Lane, Unit 102, Naples, Florida 34104.

(c) When this agreement shall become effective, the separate corporate existence of SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) When this agreement shall become effective, the Surviving Corporation will carry on business with the assets of SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, as well as with the assets of SHOPWARE PRODUCTS GROUP, INC., a Florida corporation. The Surviving Corporation consents to be sued and served with process in Ohio, and irrevocably appoints the Secretary of State of Ohio as its agent to accept service of process in any proceeding in Ohio to enforce against the Surviving Corporation any obligation of the Merging Corporation or to enforce rights of a dissenting shareholder of the Merging Corporation.

(e) The shareholders of SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, will surrender all of their shares in the manner hereinafter set forth.

(f) In exchange for the shares of SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, surrendered by its shareholders, the Surviving Corporation will issue and transfer to these shareholders, on the basis set forth in Article 4 below, shares of its common stock.

(g) The shareholders of SHOPWARE PRODUCTS GROUP, INC., a Florida corporation, will retain their shares as shares of the Surviving Corporation.

(h) The Articles of Incorporation of SHOPWARE PRODUCTS GROUP, INC., a Florida corporation, as existing on the effective date of the merger, shall continue in full force as the Articles of Incorporation of the Surviving Corporation until altered, amended, or repealed as provided in the Articles or as provided by law.

Effective Date

1.02. The effective date of the merger (Effective Date) shall be 12:01 a.m. on December 31, 1999, or upon the filing of the Certificate of Merger with the Secretary of State of Ohio and the Articles of Merger with the Secretary of State of Florida, whichever occurs first.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS

Merging Corporation

2.01. As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, represents and warrants to the Surviving Corporation as follows:

(a) SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, is a corporation duly organized, validly existing, and in good standing under the laws of the State of Ohio, with corporate power and authority to own property and carry on its business as it is now being conducted.

(b) SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, has an authorized capitalization of 750 shares of common stock, each of no par value, of which 100 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

(c) SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, has furnished the Surviving Corporation with a balance sheet of SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, as of September 30, 1999. This financial statement (i) is in accordance with the books and records of SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, (ii) fairly presents the financial condition of SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, as of that date and the results of its operations as of and for the period specified, all prepared in accordance with generally accepted accounting principles applied on a basis consistent with prior accounting periods; and (iii) contains and reflects, in accordance with generally accepted accounting principles consistently applied, reserves for all liabilities, losses, and costs in excess of expected receipts. Specifically, but not by way of limitation, the Balance Sheet discloses, in accordance with generally

accepted accounting principles, all of the debts, liabilities, and obligations of any nature (whether absolute, accrued, contingent, or otherwise, and whether due or to become due) of SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, at the Balance Sheet Date, and includes appropriate reserves for all taxes and other liabilities accrued or due at that date but not yet payable.

(d) All required federal, state, and local tax returns of SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by the returns have been paid. SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, has not been delinquent in the payment of any tax or assessment.

(e) The merger contemplated by this Plan and Agreement of Merger is permitted by the laws of the State of Ohio, and this Plan and Agreement of Merger fully complies with the laws of the State of Ohio.

Surviving Corporation

2.02. As a material inducement to SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, to execute this Agreement and perform its obligations under this Agreement, SHOPWARE PRODUCTS GROUP, INC., a Florida corporation, represents and warrants to SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, as follows:

(a) SHOPWARE PRODUCTS GROUP, INC., a Florida corporation, is a corporation duly organized, validly existing, and in good standing under the laws of the State Florida, with corporate power and authority to own property and carry on its business as it is now being conducted.

(b) SHOPWARE PRODUCTS GROUP, INC., a Florida corporation, has an authorized capitalization of 1,000 shares of common stock. As of the date of this Agreement, 100 shares of the common stock are validly issued and outstanding, fully paid, and nonassessable.

(c) SHOPWARE PRODUCTS GROUP, INC., a Florida corporation, has furnished the Merging Corporation with a balance sheet of SHOPWARE PRODUCTS GROUP, INC., a Florida corporation, as of September 30, 1999. This financial statement (i) is in accordance with the books and records of SHOPWARE PRODUCTS GROUP, INC., a Florida corporation, (ii) fairly presents the financial condition of SHOPWARE PRODUCTS GROUP, INC., a Florida corporation, as of that date and the results of its operations as of and for the period specified, all prepared in accordance with generally accepted accounting principles applied on a basis consistent with prior accounting periods; and (iii) contains and reflects, in accordance with generally accepted accounting principles consistently applied, reserves for all liabilities, losses, and costs in excess of expected receipts. Specifically, but not by way of limitation, the Balance Sheet discloses, in accordance with generally accepted accounting principles, all of the debts, liabilities, and obligations of any nature (whether absolute, accrued, contingent, or otherwise, and whether due or to become due) of SHOPWARE PRODUCTS GROUP, INC., a Florida corporation, at the Balance Sheet Date, and includes appropriate reserves for all taxes and other liabilities accrued or due at that date but not yet payable.

(d) All required federal, state, and local tax returns of SHOPWARE PRODUCTS GROUP, INC., a Florida corporation, have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by the returns have been paid. SHOPWARE PRODUCTS GROUP, INC., a Florida corporation, has not been delinquent in the payment of any tax or assessment.

(e) The merger contemplated by this Plan and Agreement of Merger is permitted by the laws of the State of Florida, and this Plan and Agreement of Merger fully complies with the laws of the State of Florida.

(f) The Surviving Corporation does not desire to transact business within the State of Ohio, and, therefore, accompanying this agreement is the appropriate Affidavit duly signed by an officer of the Merging Corporation as provided in Section 1701.86(H)(6) of the Ohio Revised Code.

ARTICLE 3. COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

Interim Conduct of Business; Limitations

3.01. Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact. Except with the prior consent in writing of the Surviving Corporation, pending consummation of the merger, SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, shall not:

- (a) Declare or pay any dividend or make any other distribution on its shares.
- (b) Create or issue any indebtedness for borrowed money.
- (c) Enter into any transaction other than those involved in carrying on its ordinary course of business.

Submission to Shareholders

3.02. This Agreement shall be submitted separately to the shareholders of the constituent corporations in the manner provided by the laws of the State of Florida and the State of Ohio for approval.

Conditions Precedent to Obligations

3.03. Except as may be expressly waived in writing by SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, all of the obligations of SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by SHOPWARE PRODUCTS GROUP, INC., a Florida corporation:

(a) The representations and warranties made by SHOPWARE PRODUCTS GROUP, INC., a Florida corporation to SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If SHOPWARE PRODUCTS GROUP, INC., a Florida corporation, shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, and shall either correct the error, misstatement, or omission or obtain a written waiver from SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation.

(b) SHOPWARE PRODUCTS GROUP, INC., a Florida corporation, shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

(d) All corporate and other proceedings and action taken in connection with the transactions contemplated by this Agreement and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation.

Conditions Precedent to Obligations of Shopware Products Group, Inc., a Florida Corporation

3.04. Except as may be expressly waived in writing by SHOPWARE PRODUCTS GROUP, INC., a Florida corporation, all of the obligations of SHOPWARE PRODUCTS GROUP, INC., a Florida corporation, under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation:

(a) The representations and warranties made by SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, to SHOPWARE PRODUCTS GROUP, INC., a Florida corporation, in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct. If SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to SHOPWARE PRODUCTS GROUP, INC., a Florida corporation, and shall either correct the error, misstatement, or omission or obtain a written waiver from SHOPWARE PRODUCTS GROUP, INC., a Florida corporation.

(b) SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

(d) All corporate and other proceedings and action taken in connection with the transactions contemplated by this Agreement and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for SHOPWARE PRODUCTS GROUP, INC., a Florida corporation.

ARTICLE 4. MANNER OF CONVERTING SHARES

Manner

4.01. The holders of shares of SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, shall surrender their shares to the Secretary of the Surviving Corporation promptly after the Effective Date, in exchange for shares of the Surviving Corporation to which they are entitled under this Article 4.

Basis

4.02. (a) The shareholders of SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, shall be entitled to receive 200 shares of common stock of the Surviving Corporation, to be distributed on the basis of one (1) share for each one (1) share of common stock of SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation.

Shares of Survivor

4.03. (a) The currently outstanding 200 shares of common stock of SHOPWARE PRODUCTS GROUP, INC., a Florida corporation, shall remain outstanding as common stock of the Surviving Corporation.

ARTICLE 5. DIRECTORS AND OFFICERS

Directors and Officers of Survivor

5.01. (a) The present Board of Directors of SHOPWARE PRODUCTS GROUP, INC., a Florida corporation, shall continue to serve as the Board of Directors of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified.

(b) If a vacancy shall exist on the Board of Directors of the Surviving Corporation on the Effective Date of the merger, the vacancy may be filled by the shareholders as provided in the bylaws of the Surviving Corporation.

(c) All persons who as of the Effective Date of the merger shall be executive or administrative officers of SHOPWARE PRODUCTS GROUP, INC., a Florida corporation, shall

remain as officers of the Surviving Corporation until the Board of Directors of the Surviving Corporation shall determine otherwise. The Board of Directors of the Surviving Corporation may elect or appoint additional officers as it deems necessary.

ARTICLE 6. BYLAWS

Bylaws of Survivor

6.01. The bylaws of SHOPWARE PRODUCTS GROUP, INC., a Florida corporation, as existing on the Effective Date of the merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the bylaws or as provided by law.

ARTICLE 7. NATURE AND SURVIVAL OF WARRANTIES

Nature and Survival of Representations and Warranties

7.01. All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, SHOPWARE PRODUCTS GROUP, INC., a Florida corporation, or the stockholders pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and warranties of the parties and the stockholders shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the parties or the stockholders shall act as a waiver of any representation or warranty made under this Agreement.

ARTICLE 8. TERMINATION

Circumstances

8.01. This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State of Florida, notwithstanding the approval of the shareholders of either of the constituent corporations:

- (a) By mutual consent of the Board of Directors of the constituent corporations.
- (b) At the election of the Board of Directors of either constituent corporation if:
 - (1) The number of shareholders of either constituent corporation, or of both, dissenting from the merger shall be so large as to make the merger, in the opinion of either Board of Directors, inadvisable or undesirable.

- (2) Any material litigation or proceeding shall be instituted or threatened against either constituent corporation, or any of its assets, that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.
- (3) Any legislation shall be enacted that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.
- (4) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either constituent corporation.

(c) At the election of the Board of Directors of SHOPWARE PRODUCTS GROUP, INC., a Florida corporation, if without the prior consent in writing of SHOPWARE PRODUCTS GROUP, INC., a Florida corporation, SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, shall have:

- (1) Declared or paid any dividend or made any other distribution on its shares.
- (2) Created or issued any indebtedness for borrowed money.
- (3) Entered into any transaction other than those involved in carrying on its business in the usual manner.

Notice of Liability on Termination

8.02. If an election is made to terminate this Agreement and abandon the merger:

(a) The President or any Vice President of the constituent corporation whose Board of Directors has made the election shall give immediate written notice of the election to the other constituent corporation.

(b) On the giving of notice as provided in Subparagraph (a), this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either constituent corporation as a result of the termination and abandonment.

ARTICLE 9. INTERPRETATION AND ENFORCEMENT

Further Assurances

9.01. SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, further agrees to take or cause to

be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges, and powers referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

Notices

9.02. Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as follows:

(a) In the case of SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, to: SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, Ronald Yon, 1175 Partridge Lane, Unit 102, Naples, Florida 34104, or to such other person or address as SHOPWARE PRODUCTS GROUP, INC., an Ohio corporation, may from time to time request in writing.

(b) In the case of SHOPWARE PRODUCTS GROUP, INC., a Florida corporation, Ronald Yon, 1175 Partridge Lane, Unit 102, Naples, Florida 34104, or to such other person or address as SHOPWARE PRODUCTS GROUP, INC., a Florida corporation, may from time to time request in writing.

Entire Agreement; Counterparts

9.03. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

Controlling Law

9.04. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement was executed on _____, 1999.

SHOPWARE PRODUCTS GROUP, INC.,
an Ohio corporation

By: _____

Ronald Yon, President

ATTEST:

William E. Raudabaugh, Secretary

SHOPWARE PRODUCTS GROUP, INC.,
a Florida corporation

By: _____

Ronald Yon, President

ATTEST:

William E. Raudabaugh, Secretary