

P99000091528

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00 FEB 18 PM 2:09
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

C T CORPORATION SYSTEM

Requestor's Name
660 East Jefferson Street

Address
Tallahassee, FL 32301 (850)222-1092
City State Zip Phone

300003139863--6
-02/18/00--01066--019
*****70.00 *****70.00

CORPORATION(S) NAME

Leapfrog Smart Products, Inc.
merging into: Leapfrog Merger, Inc.

- | | | |
|--|---|--|
| <input type="checkbox"/> Profit | <input type="checkbox"/> Amendment | <input checked="" type="checkbox"/> Merger |
| <input type="checkbox"/> NonProfit | | |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark |
| <input type="checkbox"/> Foreign | | |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Annual Report | <input type="checkbox"/> Other |
| <input type="checkbox"/> Reinstatement | <input type="checkbox"/> Reservation | <input type="checkbox"/> Change of R.A. |
| <input type="checkbox"/> Limited Liability Partnership | | <input type="checkbox"/> Fictitious Name |
| <input type="checkbox"/> Certified Copy | <input type="checkbox"/> Photo Copies | <input type="checkbox"/> CUS |
| <input type="checkbox"/> Call When Ready | <input type="checkbox"/> Call if Problem | <input type="checkbox"/> After 4:30 |
| <input type="checkbox"/> Walk In | <input type="checkbox"/> Will Wait | <input type="checkbox"/> Pick Up |
| <input type="checkbox"/> Mail Out | | |

Name
Availability
Document Examiner
Updater
Verifier
Acknowledgment
W.P. Verifier

2/18

PLEASE RETURN EXTRA COPY(S)
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THANK YOU
LAURA EARNEST
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00 FEB 18 PM 1:49
DEPARTMENT OF REVENUE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

COULLETTE FEB 24 2000



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

February 18, 2000

C T CORPORATION SYSTEM

TALLAHASSEE, FL

SUBJECT: LEAPFROG MERGER, INC.
Ref. Number: P99000091528

We have received your document for LEAPFROG MERGER, INC. and check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

You need to use the correct form. I have attached one for your convenience.

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) 487-6903.

Cheryl Coulliette
Document Specialist

Letter Number: 200A00008916

Please see attached, filing is now on correct forms.
Please backdate to 2/18. Thank you -

C. J. E.

RECEIVED
00 FEB 23 PM 12:30
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING: _____

LEAPFROG SMART PRODUCTS, INC., a Florida corporation, P96000032772

INTO

LEAPFROG MERGER, INC., a Florida entity, P99000091528.

File date: February 18, 2000

Corporate Specialist: Cheryl Coulliette

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

First: The name and jurisdiction of the surviving corporation is:

<u>Name</u>	<u>Jurisdiction</u>
<u>Leapfrog Merger, Inc.</u>	<u>Florida</u>

Second: The name and jurisdiction of each merging corporation is:

<u>Name</u>	<u>Jurisdiction</u>
<u>Leapfrog Merger, Inc.</u>	<u>Florida</u>
<u>Leapfrog Smart-Products, Inc.</u>	<u>Florida</u>
_____	_____
_____	_____
_____	_____

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TALLAHASSEE, FLORIDA

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State

OR ____/____/____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on October 22, 1999

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on September 14, 1999

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature

Typed or Printed Name of Individual & Title

Leapfrog Merger, Inc.



Real Provencher, President

Leapfrog Smart Products, Inc.

Dale Grogan, President

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature

Typed or Printed Name of Individual & Title

Leapfrog Merger, Inc.

Real Provencher, President

Leapfrog Smart Products, Inc.

Dale Grogan, President

TOTAL P.03

PLAN OF MERGER

The following plan of merger is submitted in accordance with section 607.1101, F.S. and in accordance with the laws of any other applicable jurisdiction or incorporation.

FIRST: The exact name and jurisdiction of each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
LEAPFROG SMART PRODUCTS, INC.	Florida
Leapfrog Merger, Inc.	Florida

SECOND: The exact name and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
Leapfrog Merger, Inc.	Florida

THIRD: The terms and conditions of the merger are as follows:

LEAPFROG SMART PRODUCTS, Inc. ("Leapfrog") shall merge with and into Leapfrog Merger, Inc., ("Albara Subsidiary") a wholly owned subsidiary of Albara Corporation, a Colorado corporation ("Albara"). Leapfrog Shares shall be converted to shares in Albara on a 1:1 basis. In addition, there is a contingent adjustment regarding capitalization contained in the Second Amendment to the Plan and Agreement of Merger.

FOURTH:

1. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property are as follows:
 - (i) One (1) share, no par value, of duly authorized, validly issued, fully paid and nonassessable common stock of ALBARA ("ALBARA Common Stock");

- (ii) ALBARA Common Stock. None of the currently issued and outstanding shares of ALBARA Common Stock, no par value, issued and outstanding at the Closing Date of the LEAPFROG Merger shall be converted as a result of the LEAPFROG Merger;
- (iii) Issuance of Shares Subsequent to LEAPFROG Merger. As soon as practicable after the LEAPFROG Merger becomes effective, Albara shall cause its transfer agent (the "Transfer Agent") to issue to the shareholders of LEAPFROG, on a pro rata basis, an aggregate of five million three hundred fifty thousand forty-nine (5,350,049) Shares of ALBARA Common Stock in exchange for all the existing shares of LEAPFROG stock. Additionally, on the Effective Date, ALBARA shall issue option agreements to the option holders of LEAPFROG, on a pro rata basis, and reserve Shares of ALBARA Common Stock as a result of those option agreements totaling two million four hundred thirty-four thousand nine hundred fifty (2,434,950) shall be reserved for future issuance of options, warrants and consulting fees.
- (iv) Fractional Interests. No fractional shares of common stock of ALBARA or certificate or scrip representing the same shall be issued. In lieu thereof each holder of LEAPFROG Shares having a fractional interest arising upon such conversion will be rounded up into one full additional share of common stock of ALBARA;
- (v) Status of Common Stock. All Shares of common stock of ALBARA into which Leapfrog Shares are converted as herein provided shall be fully paid and non-assessable and shall be issued in full satisfaction of all rights pertaining to such Shares;
- (vi) Independent Appraisal, Right To Dissent And Obtain Payment For Shares; Procedures For Protection Of Dissenter's Rights. In order to establish a "fair value" for the LEAPFROG Shares which are paid in cash in lieu of conversion into the Shares of ALBARA, as provided herein, the Board of Directors of LEAPFROG shall establish the value of LEAPFROG'S Shares prior to the LEAPFROG Merger, and shall afford to such shareholders of LEAPFROG all of the rights, and implement the procedures for protection of dissenter's rights, pursuant to the provisions of the Florida General Corporation Law, Section 10.22, et seq., as amended, the terms and provisions of which are hereby incorporated by reference and made a part hereof.

Surrender of LEAPFROG'S Certificates

On the Effective Date, all holders of LEAPFROG Shares (the "LEAPFROG Shareholders") will surrender each outstanding certificate or certificates therefore representing LEAPFROG Shares to ALBARA and receive in exchange therefor certificates representing the number of whole shares of ALBARA Common Stock into which the LEAPFROG Shares therefor represented by the certificate so surrendered shall have been converted as aforesaid.

Closing of LEAPFROG'S Transfer Books.

At the Closing Date, holders of certificates representing LEAPFROG Shares that were outstanding immediately prior to the Closing Date shall cease to have any rights as stockholders of LEAPFROG, and the stock transfer books of LEAPFROG shall be closed with respect to all shares of such common stock outstanding immediately prior to the Closing Date. As of the date

of execution of this Agreement, no further transfer of any such LEAPFROG Shares shall be made on such stock transfer books after the Closing Date. If, after the Closing Date, a valid certificate previously representing any of LEAPFROG'S Shares (a "LEAPFROG Stock Certificate") is presented to ALBARA, such LEAPFROG Stock Certificate shall be canceled and shall be exchanged as provided above.

Exchange of Certificates

- (a) Upon surrender of a LEAPFROG Stock Certificate to the Transfer Agent for exchange, together with such other documents as may be reasonably required by ALBARA, the holder of such LEAPFROG Stock Certificate shall be entitled to receive in exchange therefor a certificate representing the number of whole ALBARA Shares that such holder has the right to receive pursuant to the provisions herein, and LEAPFROG Stock Certificate so surrendered shall be cancelled. Until surrendered as contemplated hereby, each LEAPFROG Stock Certificate shall be deemed, from and after the Effective Date, to represent only the right to receive upon such surrender a certificate representing shares of ALBARA Common Stock as contemplated hereby. If any LEAPFROG Stock Certificate shall have been lost, stolen or destroyed, ALBARA in its discretion and as a condition precedent to the issuance of any certificate representing ALBARA Common Stock, require the owner of such lost, stolen or destroyed LEAPFROG Stock Certificate to provide an appropriate affidavit and to deliver a bond (in such sum as ALBARA may reasonably direct) as indemnity against any claim that may be made against ALBARA with respect to such LEAPFROG Stock Certificate.
 - (b) No dividends or other distributions declared or made with respect to ALBARA Common Stock with a record date after the Effective Date shall be paid to the holder of any unsurrendered LEAPFROG Stock Certificate with respect to the shares of ALBARA Common Stock represented thereby until such holder surrenders such LEAPFROG Stock Certificate in accordance with the provisions herein (at which time such holder shall be entitled to receive all such dividends and distributions).
 - (c) ALBARA shall not be liable to any holder of common stock of LEAPFROG for any shares of ALBARA Common Stock (or dividends or distributions with respect thereto), or for any cash amounts, delivered to any public official pursuant to any applicable abandoned property, escheat or similar law.
1. The manner and basis of converting rights to acquire interests, shares, obligations or other securities of each merged party into rights to acquire interests, shares, obligations or other securities of the surviving entity, in whole or in part, into cash or other property are as follows:

N/A

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE

Amendments to the Articles of Incorporation of the surviving corporation are indicated below or attached as an exhibit:

NOT APPLICABLE

OR

Restated articles are attached:

NOT APPLICABLE