

Division of Corporations

S67200

Florida Department of State

Division of Corporations

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Katherine Harris, Secretary of State

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From:

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Account Number : 075350000353  
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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

CyberSentry, Inc.

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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Merger

3-30-99

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ARTICLES OF MERGER  
Merger Sheet

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MERGING:

TELECOMMUNICATIONS SERVICE CENTER, INC., a Florida corporation,  
S67200

INTO

**CYBERSENTRY, INC.**, a Delaware corporation not qualified in Florida.

File date: March 24, 1999

Corporate Specialist: Darlene Connell



FLORIDA DEPARTMENT OF STATE

Katherine Harris  
Secretary of State

March 25, 1999

TELECOMMUNICATIONS SERVICE CENTER, INC.  
412 E. MADISON  
SUITE 1200  
TAMPA, FL 33602US

SUBJECT: TELECOMMUNICATIONS SERVICE CENTER, INC.  
REF: S67200

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

The document is illegible and not acceptable for imaging.

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

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.

IN PART SECOND, PLEASE REMOVE THE FLORIDA DOCUMENT/REGISTRATION NUMBER, THIS DELAWARE CORPORATION IS NOT QUALIFIED IN FLORIDA.

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

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Division of Corporations - P.O. BOX 6327 Tallahassee, Florida 32314

**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 are:

<u>Name</u>	<u>Jurisdiction</u>
<u>CyberSentry, Inc.</u>	<u>Delaware</u>

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TALLAHASSEE, FLORIDA

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

<u>Name</u>	<u>Jurisdiction</u>
<u>Telecommunications Service Center, Inc.</u>	<u>Florida</u>
_____	_____
_____	_____
_____	_____

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 January 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 January 22, 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)

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SEVENTH : SIGNATURES OF EACH PARTY:

<u>Name of Entity</u>	<u>Signature</u>	<u>Type or Printed Name of Individual</u>
CYBERSENTRY, INC.		Gerald Resnick, President
TELECOMMUNICATIONS SERVICE CENTER, INC.		Hal Shankland, President

Dated:  
March 19, 1999

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**AGREEMENT AND PLAN OF MERGER**

AGREEMENT AND PLAN OF MERGER dated as of January 22, 1999 (this "Agreement") by and between Telecommunications Service Center, Inc., a Florida corporation ("TSC") and CyberSentry, Inc., a Delaware corporation ("CyberSentry" or the "Surviving Corporation", and together with TSC, the "Constituent Corporations").

WHEREAS, the Boards of Directors of TSC and CyberSentry desire that TSC merge with and into CyberSentry pursuant to the terms and conditions of this Agreement and in accordance with Section 252 of the Delaware General Corporation Law ("DGCL") and Section 607.1107 of the Florida Business Corporation Act (the "FBCA"), and have adopted and approved this Agreement in accordance with Section 607.1107 of the FBCA and Section 252 of the DGCL, respectively; and

WHEREAS, the Constituent Corporations have agreed to merge pursuant to and in accordance with the Second Amended Plan of Reorganization (the "Plan"), dated December 4, 1998, submitted to the United States Bankruptcy Court for the Middle District of Florida (the "Bankruptcy Court") in connection with the pending case filed by TSC seeking reorganization under Chapter 11 of the United States Bankruptcy Code; and

WHEREAS, the stockholders of TSC have adopted and approved this Agreement in accordance with Sections 607.1107 and 607.1103 of the FBCA, and the stockholders of CyberSentry have adopted and approved this Agreement in accordance with Section 252 of the DGCL.

NOW, THEREFORE, in consideration of the premises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I**

**THE MERGER**

Section 1.1. The Merger. TSC shall merge with and into CyberSentry (the "Merger"). CyberSentry shall be the surviving corporation in the Merger, and at the Effective Time (as defined below), the separate existence of TSC shall cease. The corporate existence of CyberSentry, with its purposes, powers and objects, shall continue unaffected and unimpaired by the Merger, and as the surviving corporation it shall succeed to all rights, assets, liabilities and

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**Section 1.2. The Effective Time.** The Merger shall become effective (the "Effective Time") upon the filing of (i) a certificate of merger executed by CyberSentry with the Secretary of State of the State of Delaware pursuant to Section 252 of the DGCL, the form of which is attached as Annex A and (ii) articles of merger executed by TSC and CyberSentry with the Florida Department of State in the form required by Section 607.1105 of the FBCA.

**Section 1.3. Certificate of Incorporation.** The Restated Certificate of Incorporation of CyberSentry shall, as of the Effective Time, be the Certificate of Incorporation of the Surviving Corporation until duly amended.

**Section 1.4. By-Laws.** The By-Laws of CyberSentry shall, as of the Effective Time, be the By-Laws of the Surviving Corporation until duly amended.

**Section 1.5. Officers and Directors.** At the Effective Time, the directors and officers of the Surviving Corporation shall be as follows:

<u>Name</u>	<u>Position(s)</u>
Gerald A. Resnick	Chairman of the Board, President and Chief Executive Officer
Hal Shankland	Senior Vice President and Secretary
Kenneth Fedorcek	Treasurer and Chief Financial Officer
R. Kent Rutherford	Director of Switch Operations
Aamir Qazi	Director of Management Information Systems
Stacy Acampora	Executive Vice President of Marketing
Philip Gambell	Director
Steve Frank	Director

The terms and classes of the directors shall be determined by the Board of Directors of the Surviving Corporation.

**Section 1.6. Required Approvals.** This Agreement has been adopted and approved by the stockholders of (i) CyberSentry in accordance with Section 252 of the DGCL, and (ii) TSC in accordance with Section 607.1103 of the FBCA. As of the date of such approvals, 12,000,000 shares of common stock, par value \$.001 per share, of CyberSentry and 100,000 shares of common stock of TSC (the "TSC Common Shares") were outstanding.

**Section 1.7. Corporate Name.** The name under which CyberSentry was originally formed in Delaware was "Telecommunications Services, Inc."

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ARTICLE II

CONVERSION OF SHARES

**Section 2.1. Effect of the Merger on Capital Stock.** At the Effective Time, by virtue of the Merger and without any action on the part of the Constituent Corporations or the holders of any capital stock thereof:

(a) **Cancelation of Outstanding Capital Stock of TSC.** All issued and outstanding shares of capital stock of TSC, and all treasury stock owned by TSC, shall be canceled and cease to exist.

(b) **Conversion of TSC Common Shares.** All issued and outstanding TSC Common Shares shall be converted into 1,000,000 Common Shares, par value \$.001 per share ("Common Shares"), of the Surviving Corporation and 1,000,000 Class B Convertible Redeemable Participating Preferred Stock (\$1.50 Liquidation Value), par value \$.001 per share (the "Class B Preferred Shares"), of the Surviving Corporation, which Common Shares and Class B Preferred Shares shall be issued to existing shareholders of TSC on a pro rata basis in accordance with the Plan.

(c) **Issuance of Additional Preferred and Common Shares.** Class A Convertible Redeemable Participating Preferred Stock (\$1.50 Liquidation Value), par value \$.001 per share (the "Class A Preferred Shares"), of the Corporation shall be issued to the Class Five Creditors (as defined in the Plan) in accordance with the terms of the Plan and pursuant to all related agreements regarding the payment of administrative expenses. Additional Common Shares of the Surviving Corporation may be issued to the Class Five Creditors pursuant to the Rights Offering provided for in the Plan.

(d) **Creation of Preferred Shares.** The Class A Preferred Shares and the Class B Preferred Shares of the Surviving Corporation shall be created pursuant to, and the designations and amounts thereof, and the voting powers, preferences and relative, participating, optional and other special rights of such shares, and the qualifications, limitations or restrictions thereof, as provided for in the Supplement to the Plan dated December 21, 1998, shall be set forth in two Certificates of Designation which shall be filed at the Effective Time with the Secretary of State of the State of Delaware.

(e) **Continuance of Capital Stock of CyberSentry.** Each CyberSentry Common Share that is issued and outstanding immediately prior to the Effective Time shall continue to be issued and outstanding. Each CyberSentry preferred share that is issued and outstanding immediately prior to the Effective Time shall be converted into one Class A Preferred Share.

**Section 2.2. Closing of Transfer Books.** From and after the Effective Time, the stock transfer books of TSC shall be closed and no transfer of any capital stock of TSC shall thereafter be made. If, after the Effective Time, certificates representing any shares of such capital stock are



presented to the Surviving Corporation, they shall be canceled and exchanged for the merger consideration specified in Section 2.1.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES

Section 3.1. Representations and Warranties. Each party hereby represents and warrants to the other that such party: (i) is a corporation duly organized and in good standing in its jurisdiction of incorporation; (ii) has obtained the approval of its board of directors to effect the Merger; and (iii) has full power and authority to execute, deliver and perform this Agreement.

### ARTICLE IV

#### CLOSING CONDITIONS; THE CLOSING

Section 4.1. Closing Conditions. (a) The consummation of the Merger and the other transactions provided herein is conditioned upon the satisfaction of the following conditions: (i) the Plan shall have been approved by the Bankruptcy Court and the Effective Date under the Plan shall have occurred; and (ii) there shall not be any pending or threatened litigation, action or proceeding concerning the Merger or any other transaction contemplated by this Agreement that, in the judgment of the Board of Directors of CyberSentry, would materially adversely affect any Constituent Corporation or any right of their respective equity holders. The parties shall use their commercially reasonable efforts to satisfy the foregoing conditions.

(b) The closing under this Agreement shall occur on a date not more than ten business days following the satisfaction of the foregoing conditions at a place mutually agreed by the parties.

### ARTICLE V

#### TERMINATION OR ABANDONMENT OF MERGER

Section 5.1. Termination. This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time by the Board of Directors of CyberSentry, if the Board of Directors of CyberSentry shall determine for any reason that the consummation of the transactions contemplated hereby would be inadvisable or not in the best interests of CyberSentry or its shareholders.

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ARTICLE VI

AMENDMENTS

Section 6.1. Amendments. At any time prior to the Effective Time, the parties hereto may by written agreement amend, modify or supplement any provision of this Agreement, provided that no such amendment, modification or supplement may be made if, in the sole judgment of the Board of Directors of CyberSentry, it would adversely affect the rights and interests of CyberSentry's shareholders in any material respect.

ARTICLE VII

ACCOMPLISHMENT OF MERGER

Section 7.1. Further Assurances. The parties hereto each agree to execute such documents and instruments and to take whatever action may be necessary or desirable to consummate the Merger.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1. Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of New York applicable to contracts to be fully performed in such State, without giving effect to choice of law principles.

Section 8.2. Headings. The headings set forth herein are for convenience only and shall not be used in interpreting the text of the section in which they appear.

Section 8.3. Binding Effect: Successors and Assigns. This Agreement may not be assigned by either party without the written consent of the other party; this Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties hereto.

Section 8.4. Counterparts. This Agreement may be executed in separate counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts when taken together shall constitute but one and the same instrument.

Section 8.5. Extensions of Time. At any time prior to the Effective Time, the parties hereto may, by written agreement, extend time for the performance of any of the obligations or other acts of the parties hereto.

Section 8.6. Merger Agreement. A copy of this Agreement is on file at the principal place of business of CyberSentry, 412 East Madison Street, Suite 1200, Tampa, Florida 33602, and

will be furnished by the Surviving Corporation, on request and without cost, to any stockholder or shareholder of either Constituent Corporation.

Section 8.7. Termination of Stock Purchase Agreement. Upon closing of the Merger under this Agreement, the Stock Purchase Agreement dated as of August 26, 1998 (the "Purchase Agreement") between TSC and CybeSentry shall, subject to the following sentence, be terminated and have no further force and effect, and the \$50,000 of the Purchaser Deposit paid to TSC under the Purchase Agreement shall be returned immediately to Patriot Advisors, Inc. or its designee. Notwithstanding the foregoing, all representations, warranties and covenants made by TSC in the Purchase Agreement shall survive until closing of the Merger under this Agreement, and are hereby incorporated by reference herein as if fully set forth herein.

Section 8.8. Reimbursement of Expenses. Upon closing of the Merger under this Agreement, the Surviving Corporation shall promptly reimburse the officers, directors and shareholders of CyberSentry, as the case may be, for all costs and expenses incurred by any of such persons in connection with the Purchase Agreement and the Merger, including without limitation, all legal fees and expenses.

Section 8.9. Funding. In lieu of the references in the Plan to the deposit by CyberSentry, upon consummation of the Merger, of \$2,500,000 and the provision of a \$1,000,000 operating line of credit, CyberSentry shall contribute to the Surviving Corporation \$500,000 in cash and will provide a working capital line of credit in the amount of \$2,000,000. In addition, the Surviving Corporation shall have the CyberSentry software technology described in the Plan.

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IN WITNESS WHEREOF, TSC and CyberSentry have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the day first above written.

CYBERSENTRY, INC.

By: Gerald Resnick, Pres.  
Name: Gerald Resnick  
Title: President

TELECOMMUNICATIONS SERVICE CENTER, INC.

By: Hal Shankland, President  
Name: Hal Shankland  
Title: President

CERTIFICATION OF SECRETARY

The undersigned, as Secretary of CyberSentry, Inc., hereby certifies that a majority of the outstanding stock of CyberSentry, Inc. was voted in favor of the aforesaid Merger pursuant to and in accordance with the terms of the above Agreement and Plan of Merger.

Helene Resnick, Secretary  
HELENE RESNICK  
Secretary

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