

577333

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(City/State/Zip/Phone #)

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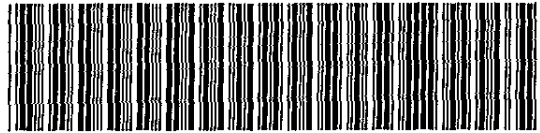
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02 DEC 10 AM 8 45  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

*Effective date*  
12-11-2002

*12/27*

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

VEREON TECHNOLOGY, INC. A FLORIDA CORP., # P94000062932

INTO

**TEAM INFORMATION SERVICES, INC.**, a Florida entity, S77333

File date: December 10, 2002, effective December 11, 2002

Corporate Specialist: Anna Chesnut

**SMITH MACKINNON, PA**

PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW

SUITE 800  
CITRUS CENTER  
255 SOUTH ORANGE AVENUE  
ORLANDO, FLORIDA 32801

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TELEPHONE (407) 843-7300  
FACSIMILE (407) 843-2448  
E-MAIL: [JPG7300@AOL.COM](mailto:JPG7300@AOL.COM)

JOHN P. GREELEY

December 18, 2002

*Via Federal Express*  
**PERSONAL & CONFIDENTIAL**

Florida Secretary of State  
Division of Corporations  
Attention: Anna Chestnut  
Bureau of Corporate Records  
409 East Gaines Street  
Tallahassee, FL 32399

Re: Team Information Services, Inc.

Dear Ms. Chestnut:

In connection with the Articles of Merger previously forwarded to your office relating to Vereon Technology, Inc. and to Team Information Services, Inc., enclosed is a check in the amount of \$45.00 payable to the Florida Secretary of State for the additional filing fee. If you have any questions regarding the enclosed, please do not hesitate to call me at your convenience. Thank you for your assistance.

Very truly yours,

  
John P. Greeley

JPG:erw  
Enclosure

**SMITH MACKINNON, PA**

PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW

SUITE 800  
CITRUS CENTER  
255 SOUTH ORANGE AVENUE  
ORLANDO, FLORIDA 32801

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FACSIMILE (407) 843-2448  
E-MAIL: [JPG7300@AOL.COM](mailto:JPG7300@AOL.COM)

JOHN P. GREELEY

December 9, 2002

***Via Federal Express***

Florida Secretary of State  
Division of Corporations  
Bureau of Corporate Records  
409 East Gaines Street  
Tallahassee, FL 32399

Dear Sir/Madam:

Enclosed are the following documents relating to the above-referenced corporation:

1. Original Articles of Merger submitted for filing;
2. A check in the amount of \$33.75 (\$25.00 for filing fee and \$8.75 for a certified copy of the Articles of Merger); and
3. A photocopy of the executed Articles of Merger.

Please file the enclosed document as soon as possible and return to us a certified copy of the Articles. If you have any questions regarding the enclosed, please do not hesitate to call me at your convenience.

Thank you for your assistance.

Very truly yours,



John P. Greeley

JPG:erw  
Enclosures

Copy to: Teresa A. Moore w/o enclosure

**ARTICLES OF MERGER  
OF  
VEREON TECHNOLOGY, INC.  
INTO  
TEAM INFORMATION SERVICES, INC.**

*Effective date*  
*12-11-2002*  
**FILED**  
02 DEC 10 AM 8:45  
TALLAHASSEE, FLORIDA  
SECRETARY OF STATE

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act (the "Act"), Team Information Services, Inc., a Florida corporation, and Vereon Technology, Inc., a Florida corporation, do hereby adopt the following Articles of Merger:

**FIRST:** The names of the corporations which are parties to the merger (the "Merger") contemplated by these Articles of Merger are Team Information Services, Inc. and Vereon Technology, Inc. The surviving corporation in the Merger is Team Information Services, Inc.

**SECOND:** The Plan of Merger is set forth in the Plan of Merger by and between Team Information Services, Inc. and Vereon Technology, Inc. dated as of November 1, 2002 (the "Plan of Merger"). A copy of the Plan of Merger is attached hereto as Exhibit A and made a part hereof by reference as if fully set forth herein.

**THIRD:** The Merger shall become effective at 12:01 a.m., Orlando, Florida time, on December 11, 2002, in accordance with the provisions of Section 607.1105(b) of the Act.

**FOURTH:** The Merger Agreement was adopted by the shareholders of Team Information Services, Inc. on November 1, 2002 and by the shareholders of Vereon Technology, Inc. on November 1, 2002.

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed effective as of November 1, 2002.

TEAM INFORMATION SERVICES, INC.

VEREON TECHNOLOGY, INC.

By: \_\_\_\_\_

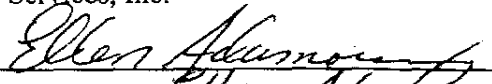
Matthew M. Moore  
Its: President

By: \_\_\_\_\_

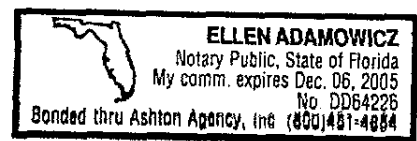
Matthew M. Moore  
Its: President

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of November, 2002, by  
Matthew M. Moore, as President of Team Information Services, Inc.

  
Printed Name: Ellen Adamowicz  
Notary Public, State of Florida

Personally Known ☒ or Produced Identification ☐  
Type of Identification Produced \_\_\_\_\_



## EXHIBIT A

### PLAN OF MERGER

THIS PLAN OF MERGER (the "Plan of Merger") dated as of the 1<sup>st</sup> day of November, 2002 by and among Team Information Services, Inc., a Florida corporation ("Team"), and Vereon Technology, Inc., a Florida corporation ("Vereon"), Team and Vereon being hereinafter referred to collectively as the "Constituent Corporations."

#### WITNESSETH:

WHEREAS, Team is a corporation organized and existing under the laws of the State of Florida, the authorized capital stock of which consists of 50,000,000 shares of common stock, par value \$.01 per share, of which, as of the date hereof, 12,000,000 shares are issued and outstanding, and no shares have been reacquired by Team and held in its Treasury, and no shares of preferred stock authorized (collectively, the 12,000,000 outstanding shares of Common Stock referred to in this Plan of Merger as the "Team Stock"); and

WHEREAS, Vereon is a corporation organized and existing under the laws of the State of Florida, the authorized capital stock of which consists of 60,000 shares of common stock, par value \$0.01 per share (the "Vereon Stock"), of which, as of the date hereof, 60,000 shares are issued and outstanding, and no shares have been reacquired by Vereon and held in its Treasury; and

WHEREAS, the respective Boards of Directors of Team and Vereon deem it desirable and in the best interests of their respective corporations and shareholders that Vereon be merged with and into Team, under and pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, the respective Boards of Directors and Shareholders of Team and Vereon have adopted resolutions approving this Merger Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, and in accordance with the applicable provisions of the Florida Business Corporation Act (the "Act"), the parties hereto do hereby agree as follows:

## **ARTICLE I**

### **MERGER**

Vereon shall be merged (the "Merger") with and into Team at the Effective Time of the Merger (as defined in Article V) hereof. Team shall be the surviving corporation in the Merger. The corporate existence of Team shall continue unaffected and unimpaired by the Merger and, as the surviving corporation, it shall continue to be governed by the laws of the State of Florida (Team as the surviving corporation in the Merger being hereinafter sometimes referred to as the "Surviving Corporation").

## **ARTICLE II**

### **ARTICLES OF INCORPORATION AND BYLAWS**

The Articles of Incorporation, as amended, and the Bylaws of Team at the Effective Time of the Merger shall be the Articles of Incorporation and Bylaws of the Surviving Corporation until altered, amended or repealed.

## **ARTICLE III**

### **BOARD OF DIRECTORS AND OFFICERS**

From and after the Effective Time of the Merger, the officers of the Surviving Corporation, who shall hold office until their successors are elected and qualified according to the Bylaws of the Surviving Corporation, shall be the officers of Team immediately prior to the Effective Time of the Merger, and the directors of the Surviving Corporation, who shall hold office until their successors are elected and qualified according to the Bylaws of the Surviving Corporation, shall be Matthew M. Moore and Teresa A. Moore.

## **ARTICLE IV**

### **CONVERSION AND EXCHANGE OF SHARES**

4.1 Conversion of Shares and Options. At the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the holder of any Vereon Stock (meaning, as used in this Merger Agreement, unless otherwise specified, a share of Vereon Stock issued and outstanding immediately prior to the Effective Time of the Merger but excluding any shares held in the Treasury of Vereon, and any shares as to which dissenters' appraisal rights have been validly exercised and perfected and for which cash is payable in accordance with applicable law):

(a) Each share of Vereon Stock that is issued and outstanding immediately prior to the Effective Time of the Merger shall be converted into the right to receive 60 shares of Team



common stock, such that, immediately after the Effective Time of the Merger, Team will have outstanding 15,600,000 shares of common stock.

(b) All shares of Vereon Stock (and any other Vereon securities convertible into or exercisable for Vereon Stock) held immediately prior to the Effective Time of the Merger in the Treasury of Vereon shall be cancelled and retired as of the Effective Time of the Merger, and no cash, stock, or other property shall be delivered in exchange therefor.

(c) Each outstanding stock option to acquire Vereon Stock shall be cancelled and retired as of the Effective Time of the Merger, and no cash, stock, or other property shall be delivered in exchange therefor.

4.2 Team Stock. The shares of Team Stock issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding immediately after the Effective Time.

4.3 Issuance of Team Stock. After the Effective Time of the Merger, each holder of a certificate or certificates theretofore representing shares of Vereon Stock shall surrender the same to Team, and shall be entitled on such surrender to receive in exchange therefor a certificate or certificates representing the number of full shares of Team common stock into which the shares represented by the certificate or certificates so surrendered shall have been converted as provided herein.

4.4 Closing of Stock Transfer Books. At close of business on the business day immediately preceding the Effective Time of the Merger, the stock transfer books of Vereon shall be closed and no transfer of Vereon Stock shall thereafter be made.

## ARTICLE V

### EFFECTIVE TIME OF MERGER

Following the satisfaction or permissible waiver of all conditions precedent to the Merger specified in this Merger Agreement, the Merger shall become effective on the date and time set forth in the Articles of Merger reflecting this Merger Agreement filed in accordance with the Act (such date and time being herein referred to as the "Effective Time of the Merger").

## ARTICLE VI

### RIGHTS AND OBLIGATIONS AND FURTHER ASSURANCES

6.1 Rights and Obligations. At the Effective Time of the Merger, the separate existence of Vereon shall cease, and the Merger shall have the effect as set forth in Section 607.1106 of the Act.

## ARTICLE VII

### MISCELLANEOUS

7.1 Abandonment of Merger; Amendment. At any time prior to the filing of the Articles of Merger reflecting this Merger Agreement, this Merger Agreement may be terminated by the Board of Directors of either Team or Vereon notwithstanding the approval of the Merger Agreement by the shareholders of any or both of said corporations. The Board of Directors of Team and Vereon may amend this Merger Agreement at any time prior to the filing of the Articles of Merger, provided that an amendment made subsequent to the adoption of the Merger Agreement by the shareholders of either corporation shall not (i) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such corporation, (ii) alter or change any term of the Articles of Incorporation of the Surviving Corporation to be effected by the Merger, or (iii) alter or change any of the terms and conditions of this Merger Agreement if such alteration or change would adversely affect the holders of any class or series thereof of such Constituent Corporation.

7.2 Extensions and Waivers. Each party by written instrument signed by its President may extend the time for the performance of any of the obligations or other acts of the other party hereto, and may waive compliance with any of the covenants or performance of any of the obligations of the other party contained in this Merger Agreement.

7.3 Headings. The headings of the several Articles and Sections herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Merger Agreement.

7.4 Counterparts. For the convenience of the parties hereto, this Merger Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

7.5 Governing Law. This Merger Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

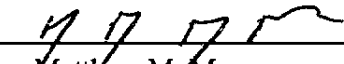
7.6 Parties in Interest and Assignment. This Merger Agreement is binding upon and is for the benefit of the parties hereto and their respective successors, legal representatives and assigns,

and no person not a party hereto shall have any rights or benefits under this Merger Agreement, either as a third party beneficiary or otherwise. This Merger Agreement cannot be assigned by any party.


7.7 Entire Agreement. This Merger Agreement supersedes any and all oral agreements and contains the entire agreement of the parties hereto, with respect to the subject matter hereof.

IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Merger Agreement to be signed in accordance with the Act all as of the day and year first above written.

TEAM INFORMATION SERVICES, INC.

By:   
Matthew M. Moore  
Its: President

VEREON TECHNOLOGY, INC.

By:   
Matthew M. Moore  
Its: President