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12/12/97

V38669

FLORIDA DIVISION OF CORPORATIONS
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TO: DIVISION OF CORPORATIONS

FAX #: (850)922-4000

FROM: CARLTON, FIELDS, WARD, EMMANUEL, SMITH & CUT
CONTACT: ANNE ELLIS
PHONE: (813)223-7000

ACCT#: 076077000355

FAX #: (813)229-4133

NAME: SYSTEM ONE TECHNICAL, INC.

AUDIT NUMBER.....H97000020485

DOC TYPE.....MERGER OR SHARE EXCHANGE

CERT. OF STATUS..0

PAGES..... 7

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DEL.METHOD... FAX

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TALLAHASSEE, FLORIDA

Merger
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V 38669

ARTICLES OF MERGER
Merger Sheet

MERGING:

SYSTEM ONE TRANSITION, INC., a Florida corporation, P95000014944

INTO

SYSTEM ONE TECHNICAL, INC., a Florida corporation, V38669

File date: December 15, 1997

Corporate Specialist: Darlene Connell

12/12/97

FLORIDA DIVISION OF CORPORATIONS
PUBLIC ACCESS SYSTEM
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TO: DIVISION OF CORPORATIONS

FAX #: (850) 922-4000

FROM: CARLTON, FIELDS, WARD, EMMANUEL, SMITH & CUT

ACCT#: 076077000355

CONTACT: ANNE ELLIS

PHONE: (813) 223-7000

FAX #: (813) 229-4133

NAME: SYSTEM ONE TECHNICAL, INC.

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**ARTICLES OF MERGER OF
SYSTEM ONE TRANSITION, INC.
(a Florida corporation)
AND
SYSTEM ONE TECHNICAL, INC.
(a Florida corporation)**

Pursuant to the provisions of Sections 607.1105 and 607.1107 of the Florida Statutes, these Articles of Merger provide as follows:

**ARTICLE I
Names and Surviving Corporation**

The names and states of incorporation of the corporations which are parties to the merger are:

<u>Name</u>	<u>State of Incorporation</u>
System One Services, Inc.	Florida
System One Transition, Inc.	Florida
System One Technical, Inc.	Florida

System One Technical, Inc. shall be the surviving corporation.

**ARTICLE III
Plan of Merger**

The Plan of Merger is attached hereto as Exhibit A.

**ARTICLE IV
Approval of the Plan of Merger**

The Plan of Merger was adopted and approved, in accordance with Florida law, by System One Transition, Inc., on December 12, 1997, by unanimous written consent of all of the directors and shareholders of System One Transition, Inc., pursuant to which the board of directors of System One Transition, Inc. adopted the Plan of Merger and submitted it for vote by the shareholders with a recommendation that it be approved. The vote of the shareholders of System One Transition, Inc. was unanimous in favor of the Plan of Merger.

The Plan of Merger was adopted and approved in accordance with Florida law by System One Technical, Inc. on December 12, 1997, by unanimous written consent of all of the directors and shareholders of System One Technical, Inc., pursuant to which the board of directors of System One Technical, Inc. adopted the Plan of Merger and submitted it for vote by the shareholders with a recommendation that it be approved. The vote of the shareholders of System One Technical, Inc.

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David P. Burke, Carlton Fields, P.O. Box 3239, Tampa, FL 33601

Ph: 813-223-7000/Fax: 813-229-4133

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was unanimous in favor of the Plan of Merger.

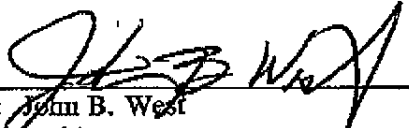
The Plan of Merger was adopted and approved in accordance with Florida law by System One Services, Inc., on December 12, 1997, by unanimous written consent of all of the directors and shareholders of System One Services, Inc., pursuant to which the board of directors of System One Services, Inc., adopted the Plan of Merger and submitted it for vote by the shareholders with a recommendation that it be approved. The vote of the shareholders of System One Services, Inc., was unanimous in favor of the Plan of Merger..

ARTICLE V
Effective Date of Merger

These Articles of Merger and the Plan of Merger shall become effective at the time and date of filing with the Florida Department of State.

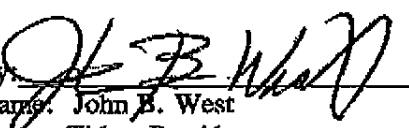
Dated this 12th day of December 1997.

SYSTEM ONE SERVICES, INC.
a Florida corporation

By: 

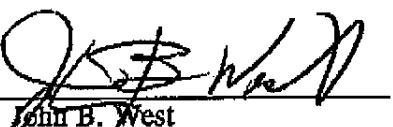
Name: John B. West
Title: President

SYSTEM ONE TRANSITION, INC.
a Florida corporation

By: 

Name: John B. West
Title: President

SYSTEM ONE TECHNICAL, INC.
a Florida corporation

By: 

Name: John B. West
Title: President

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EXHIBIT A
PLAN OF MERGER
OF SYSTEM ONE TRANSITION, INC.
WITH AND INTO
SYSTEM ONE TECHNICAL, INC.,
A WHOLLY OWNED SUBSIDIARY OF SYSTEM ONE SERVICES, INC.

PLAN OF MERGER ("Plan of Merger") dated December 12, 1997, by and among **SYSTEM ONE TRANSITION, INC.**, a Florida corporation ("Transition"), **SYSTEM ONE SERVICES, INC.**, a Florida ("Services"), and **SYSTEM ONE TECHNICAL, INC.**, a Florida corporation ("Technical").

RECITALS

WHEREAS, Transition is a corporation organized under the laws of the State of Florida, the authorized capital of which consists of 100,000 common shares, par value \$1.00 per share ("Transition Common Shares") of which, at the date hereof, 100 shares are issued and outstanding in the name of Services; and

WHEREAS, Services is a corporation organized under the laws of the State of Florida, the authorized capital of which consists of 23,000,000 common shares, par value \$.01 per share ("Services Common Shares") of which, at the date hereof, one (1) share is issued and outstanding, and 2,000,000 preferred shares, par value \$.01 per share ("Services Preferred Shares), none of which, at the date hereof are issued or outstanding but 195,122 of which are designated Series A Convertible Redeemable Preferred Shares ("Services Series A Preferred Shares);

WHEREAS, Services is the sole owner of the issued and outstanding shares of Transition;

WHEREAS, Technical is a corporation organized under the laws of the State of Florida, the authorized capital of which consists of 9,000,000 common shares, par value \$.01 per share ("Technical Common Shares") of which, prior to the merger, 4,613,847 shares were issued and outstanding, 1,000,000 preferred shares, par value \$.01 per share ("Technical Preferred Shares"), of which, at the date hereof, 195,122 were issued and outstanding and designated as Series A Convertible Redeemable Preferred Shares ("Technical Series A Preferred Shares), convertible debentures and provisional convertible debentures, convertible into Technical Common Shares upon the occurrence of certain events ("Technical Debentures"), and options to acquire Technical Common Shares ("Technical Options");

WHEREAS, the respective Boards of Directors of Transition, Services, and Technical deem the merger of Transition with and into Technical, under and pursuant to the terms and conditions herein set forth or referred to, desirable and in the best interest of their respective corporations and their respective shareholders;

WHEREAS, the respective Boards of Directors of Transition, Services, and Technical have entered into a Plan and Agreement of Merger dated December 12, 1997 (the "Merger Agreement") and adopted resolutions or executed unanimous written consents approving the Merger Agreement and this Plan of Merger;

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WHEREAS, the Boards of Directors of Transition, Services, and Technical each have submitted the Merger Agreement and this Plan of Merger to their respective shareholders for their approval, which approval has been received;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the parties hereto do agree that the Plan of Merger shall be as follows:

ARTICLE I

Merger and Name of Surviving Corporation

1.1 The Merger. Subject to the terms and conditions of this Plan of Merger, at the Effective Time (as hereinafter defined), Transition shall be merged with and into Technical pursuant to the provisions of, and with the effect provided under, the Florida Business Corporation Act (said transaction being referred to herein as the "Merger"). At the Effective Time, the separate existence of Transition shall cease and Technical, as the surviving entity, shall continue unaffected and unimpaired by the Merger and shall continue to be governed by the laws of the State of Florida. (Technical as existing on and after the Effective Time is sometimes referred to as the "Surviving Corporation.")

1.2 Name of Surviving Corporation. The name of the Surviving Corporation shall remain System One Technical, Inc.

ARTICLE II

Articles of Incorporation and Bylaws

The Articles of Incorporation and the Bylaws of Technical in effect immediately prior to the Effective Time shall be the Articles of Incorporation and Bylaws of the Surviving Corporation, in each case until amended in accordance with applicable law.

ARTICLE III

Board of Directors

At the Effective Time, the Board of Directors of the Surviving Corporation shall be John B. West.

ARTICLE IV

Conversion of Technical Securities

4.1 Conversion of Transition Common Shares. At the Effective Time, each Technical Common Share issued and outstanding immediately prior to the Effective Time shall by virtue of the Merger be converted into one Services Common Share.

4.2 Conversion of Technical Series A Preferred Shares. At the Effective Time, each Technical Series A Preferred Share issued and outstanding immediately prior to the Effective Time shall by virtue of the Merger be converted into one Technical Series A Preferred Share.

4.3 Conversion of Technical Options for Common Shares. At the Effective Time, each Technical Option to acquire a Technical Common Share immediately prior to the Effective Time

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shall by virtue of the Merger be converted into one Services Option to acquire one Services Common Share.

4.4 Conversion of Technical Debentures Convertible into Technical Common Shares.

At the Effective Time, each Technical Common Share into which an Technical Debenture is convertible shall by virtue of the Merger be converted into one Services Common Share.

4.5 Cancellation of Securities.

(a) All of the issued and outstanding Technical Common Shares and Technical Series A Preferred Shares by virtue of the Merger and without any action on the part of the holders thereof shall, at the Effective Time, no longer be outstanding and shall be cancelled and extinguished and shall cease to exist. At and after the Effective Time, each certificate or certificates theretofore representing outstanding Technical Common Shares or Technical Series A Preferred Shares (any such certificate being referenced to herein as a "Certificate") shall be deemed for all purposes as only evidencing ownership of, and the right to receive, that number of Services Common Shares or Services Series A Preferred Shares into which the shares represented by the Certificate have been converted in accordance with Section 4.1 or 4.2 hereof, as the case may be. After the Effective Time, each holder of a Certificate shall cease to have any rights with respect to Technical Common Shares or Technical Series A Preferred Shares, as the case may be, except to receive a certificate representing that number of Services Common Shares or Services Series A Preferred Shares into which such Technical Common Shares or Technical Series A Preferred Shares represented by such Certificates, as the case may be, shall have been converted.

(b) All of the issued and outstanding Technical Options and Technical Debentures by virtue of the Merger and without any action on the part of the holders thereof shall, at the Effective Time, no longer be outstanding and shall be cancelled and extinguished and shall cease to exist. At and after the Effective Time, each certificate or agreement theretofore representing outstanding Technical Options or Technical Debentures (any such certificate or agreement being referenced to herein as an "Agreement") shall be deemed for all purposes as only evidencing ownership of, and the right to receive, that number of Services Options or Services Debentures into which the options represented by the Agreement have been converted in accordance with Section 4.3 or 4.4 hereof, as the case may be. After the Effective Time, each holder of an Agreement shall cease to have any rights with respect to Technical Options or Technical Debentures, as the case may be, except to receive a agreement representing that number of Services Options or Services Debentures into which such Technical Options or Technical Debentures represented by such Certificates, as the case may be, shall have been converted.

ARTICLE V
Effective Time

Upon compliance with applicable law and upon satisfaction of other conditions precedent to the Merger, Articles of Merger evidencing the transactions contemplated herein shall be delivered for filing with the Florida Department of State. The Merger shall be effective at the time and date of filing of the Articles of Merger, which is the time and date specified in the Articles of Merger (the "Effective Time").

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ARTICLE VI
Further Assurances

If at any time the Surviving Corporation shall consider or be advised that any further assignments, conveyances, or assurances are necessary or desirable to vest, perfect, or confirm in the Surviving Corporation title to any property or rights of Transition or otherwise carry out the provisions hereof, the proper officers and directors of Transition, as of the Effective Time, and thereafter the officers of the Surviving Corporation, acting on behalf of Transition shall execute and deliver any and all property or assignments, conveyances, and assurances, and do all things necessary or desirable to vest, perfect, or confirm title to such property or rights in the Surviving Corporation and otherwise carry out the provisions hereof.

ARTICLE VII
Conditions Precedent

This Plan of Merger is made pursuant and subject to, and the obligations of Technical, Transition, and Services to effect the Merger as herein provided shall be subject to, satisfaction, unless duly waived, of the conditions set forth in the Merger Agreement.

ARTICLE VIII
Abandonment and Termination

Notwithstanding anything contained in the Plan of Merger to the contrary and notwithstanding adoption hereof by the shareholders of Transition and Technical, this Plan of Merger may be terminated and the Merger abandoned as provided in the Merger Agreement.

ARTICLE IX
Approvals

This Plan of Merger has been approved and ratified by the respective directors of each of the Constituent Corporations, and has been duly submitted for the vote of, and approval by, the shareholders of each of Transition and Technical in accordance with applicable law. The shareholders of each of Transition and Technical have unanimously approved and ratified the Plan of Merger and the Merger Agreement.

ARTICLE X
Miscellaneous

11.1 Amendment and Supplement. This Plan of Merger may be amended or supplemented at anytime by mutual agreement of Technical, Transition, and Services. Any such amendment or supplement must be in writing and approved by the respective Boards of Directors and, if necessary, shareholders, and shall be subject to the requirements of the Merger Agreement.

11.2 Notices. Any notice of other communication required or permitted under this Plan of Merger shall be given, and shall be effective, in accordance with the provisions of the Merger Agreement.

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11.3 Captions. The captions and headings contained herein included for ease of reference only and are not intended to be part of or to affect the meaning or interpretation of this Plan of Merger.

11.4 Governing Law. This Plan of Merger shall be governed by and construed in accordance with the laws of the State of Florida applicable to agreements made and entirely performed in such jurisdiction.

IN WITNESS WHEREOF, each of the corporate parties hereto, pursuant to authority duly granted by their respective Board of Directors, has caused this Plan of Merger to be executed by its President and its corporate seal to be affixed hereto, as of the day and year first written above.

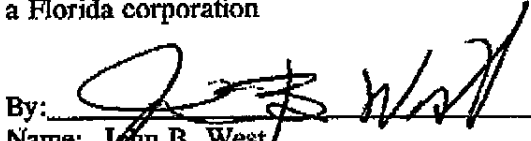
SYSTEM ONE SERVICES, INC.,
a Pennsylvania corporation

By: 
Name: John B. West
Title: President

SYSTEM ONE TRANSITION, INC.,
a Florida corporation

By: 
Name: John B. West
Title: President

SYSTEM ONE TECHNICAL, INC.,
a Florida corporation

By: 
Name: John B. West
Title: President