

P 14841
RaceTrac

FILED
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DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA
#4708001631

November 1, 2000

VIA AIRBOURNE EXPRESS
#4708001631

Florida Department of State
Division of Corporations
409 East Gaines Street
Tallahassee, FL 32399
850-487-6091

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*****70.00 *****70.00

RE: . MERGER -
GREENSUITE, INC., a Florida Corporation (Doc. #: P00000049488)
into
RACETRAC PETROLEUM, INC., a Georgia Corporation
authorized to do business in Florida (Doc. #P14841)

Dear Sir or Madam:

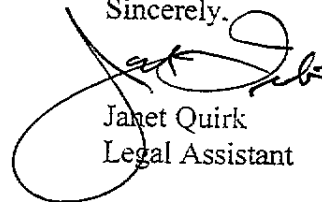
Pursuant to the provision of the State enclosed are the following required forms in duplicate:
One Original to be returned after filing.

1. Two (2) Original Articles of Merger of Greensuite With And Into Racetrac Petroleum, Inc.:
2. Two (2) Plan of Merger between Racetrac Petroleum, Inc. and Greensuite, Inc.: and
3. One (1) check in the amount of \$70.00 to cover the filing fee.

If there are any questions, do not hesitate to contact me at 1-800-388-8035, ext. 1238.

Merger
11-14-00
BWS

Sincerely,


Janet Quirk
Legal Assistant

Enclosures

RACETRAC PETROLEUM, INC.
P.O. Box 105035, Atlanta, Georgia 30348-5035
(770) 431-7600

ARTICLES OF MERGER
Merger Sheet

MERGING:

GREENSUITE, INC., a Florida corporation, P00000049488

into

RACETRAC PETROLEUM, INC., a Georgia entity P14841

File date: November 2, 2000

Corporate Specialist: Doug Spitler

**ARTICLES OF MERGER
OF
GREENSUITE, INC.
WITH AND INTO
RACETRAC PETROLEUM, INC.**

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TALLAHASSEE, FLORIDA

Racetrac Petroleum, Inc. ("Racetrac"), a Georgia corporation, in connection with the merger (the "Merger") of Greensuite, Inc., a Florida corporation ("Greensuite"), with and into Racetrac, hereby certifies the following:

1. The name and state of incorporation of each of the constituent corporations to the Merger are as follows:

<u>Name</u>	<u>State of Incorporation</u>
Greensuite, Inc.	Florida
Racetrac Petroleum, Inc.	Georgia

2. Racetrac will be the surviving corporation resulting from the Merger and will continue to operate under the name "Racetrac Petroleum, Inc."

3. In connection with the Merger, the Articles of Incorporation and by-laws of Racetrac shall be the Articles of Incorporation and by-laws of the surviving corporation.

4. The Plan of Merger was adopted by the Board of Directors of Racetrac on October 26, 2000 and by the Board of Directors of Greensuite on October 26, 2000.

5. The Plan of Merger was duly approved by the shareholder of Greensuite on October 26, 2000 and by the shareholders of Racetrac on October 26, 2000.

6. The executed Plan of Merger is attached.

7. The Merger shall be effective on the last to occur of 11:59 p.m. on October 26, 2000 or the date of filing of this Certificate of Merger with the Florida Secretary of State.

DULY EXECUTED AND DELIVERED by the duly authorized officer of each corporation
on October 26, 2000.

RACETRAC PETROLEUM, INC.

By: *Carl Bolch Jr.*

Its: *Chief Executive Officer*
Carl Bolch Jr.

GREENSUITE, INC.

By: *Max Lemley*

Its: *President*

PLAN OF MERGER

THIS PLAN OF MERGER (this "Agreement") is made and entered into as of this 26th day of October, 2000, by and between Racetrac Petroleum, Inc., a Georgia corporation ("Racetrac"), and Greensuite, Inc., a Florida corporation ("Greensuite").

Background

Racetrac is organized as a for-profit corporation under the laws of the State of Georgia with its principal office located at 300 Technology Court, Smyrna, Georgia 30082.

Greensuite is organized as a for-profit corporation under the laws of the State of Florida with its principal office located at 300 Technology Court, Smyrna, Georgia 30082. Greensuite has authorized capital stock consisting of 2,000,000 shares of common stock ("Greensuite Common Stock"), of which 500,000 shares are issued and outstanding. Racetrac has authorized capital stock consisting of 2,100,000.000 shares of common stock ("Racetrac Common Stock"), of which 1,025,039.449 shares are issued and outstanding.

The Board of Directors of each corporation are of the opinion that the corporations can be operated more efficiently and that the purposes of each corporation can be more effectively accomplished by merging Greensuite with and into Racetrac, with Racetrac to remain as the resulting, continuing, and surviving corporation pursuant to the terms and conditions set forth in this Agreement. The Boards of Directors of each corporation have approved this Agreement, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

Section 1 Definitions

1.1 Effective Date. "Effective Date" shall mean the date on which the merger contemplated by this Agreement becomes effective pursuant to the laws of the State of Florida, as determined in accordance with Section 4 of this Agreement.

1.2 Surviving Corporation. "Surviving Corporation" shall refer to Racetrac.

Section 2
Authorization of this Agreement

This Agreement shall constitute a Plan of Merger as required by the laws of the State of Florida and shall be on file at Racetrac's principal place of business located at 300 Technology Court, Smyrna, Georgia 30082. A copy of this Agreement will be furnished by Racetrac, on request and without cost, to the shareholders of Racetrac or Greensuite, as provided under the laws of the State of Florida.

Section 3
Corporate Existence of Surviving Corporation and Effect of Merger

3.1 Corporate Name. In accordance with the applicable laws of the State of Florida, Greensuite shall, on the Effective Date, be merged with and into Racetrac, which shall be the Surviving Corporation.

3.2 Identity, Existence, Etc. On and after the Effective Date, the Surviving Corporation shall retain its same corporate identity, existence, purposes, powers, rights, and immunities, unaffected and unimpaired by the merger, and the corporate identity, existence, purposes, powers, rights, and immunities of Greensuite shall be merged and fully vested in the Surviving Corporation. The existence of Greensuite shall cease on the Effective Date and on such date the corporations shall be and become a single corporation.

3.3 Rights, Privileges, Etc. On and after the Effective Date, the Surviving Corporation shall possess all the rights, privileges, and immunities of each corporation; and all property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest of or belonging to or due to the corporations shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in any of the corporations shall not revert or be in any way impaired by reason of the merger.

3.4 Liabilities and Obligations. On and after the Effective Date, the Surviving Corporation shall be responsible and liable for all the liabilities and obligations of each corporation, and any claim existing or action or proceeding pending by or against either corporation may be prosecuted as if the merger had not taken place, or the Surviving Corporation may be substituted in the place of the respective corporations. Neither the rights of creditors nor any liens upon the property of the corporations shall be impaired by the merger.

3.5 Employees. On and after the Effective Date, all employees of the corporations shall become employees of the Surviving Corporation and shall retain any and all rights and benefits that they may have by virtue of their employment, but they shall have no greater rights of tenure and terms of employment than they presently enjoy.

3.6 Merger Consideration. The Merger Consideration shall be .5146 shares of Racetrac Common Stock in exchange for each share of Greensuite Common Stock. Shares of Greensuite Common Stock shall be exchanged for shares of Racetrac Common Stock upon the Effective Date.

Section 4 Effective Date

The merger contemplated by this Agreement shall become effective at 11:59 p.m. on October 26, 2000 or upon filing the Certificate of Merger with the Florida Secretary of State, whichever occurs last.

Section 5 Articles of Incorporation of Surviving Corporation

The articles of incorporation of the Surviving Corporation as they exist on the Effective Date shall remain in full force and effect after the Effective Date and shall not be amended by virtue of the merger.

Section 6 Bylaws of Surviving Corporation

The bylaws of the Surviving Corporation as they exist on the Effective Date shall be and remain the bylaws of the Surviving Corporation until altered or amended as provided in such bylaws.

Section 7 Directors and Officers of the Surviving Corporation

The persons who are directors and officers of the Surviving Corporation as they exist on the Effective Date shall be the directors and officers of the Surviving Corporation until changed in accordance with the bylaws of the Surviving Corporation.

Section 8 Shareholder Approval; Effectiveness of the Merger

This Agreement shall be submitted for approval to the shareholder of Greensuite. If this Agreement is duly authorized and adopted by such shareholder and is not terminated and abandoned pursuant to the provisions of Section 9 hereof, this Agreement or Articles of Merger shall be filed in accordance with the laws of the State of Florida as soon as practicable after approval by such shareholder. The Board of Directors and the proper officers of Racetrac and Greensuite are

authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement or of the merger provided for herein.

Section 9 Amendments, Waivers and Termination

Any term or provision contained in this Agreement may be amended, supplemented, waived, or discharged at any time prior to the Effective Date by the mutual consent of the boards of directors of each of Racetrac and Greensuite without any action by the shareholder of Greensuite; provided however, that any such amendment, supplement, waiver or discharge to the provisions of this Agreement after its approval by the shareholder of Greensuite, but before the Effective Date, shall require the approval of the shareholder unless the amendment, supplement, waiver or discharge (i) does not alter (A) the amount or kind of consideration to be received hereunder in exchange for shares of Greensuite Common Stock, or (B) any term of the Articles of Incorporation of the Surviving Corporation as provided for in this Agreement, and (ii) does not alter any of the terms and conditions of this Agreement in a manner that would adversely affect the shareholders. This Agreement may be terminated and the merger abandoned at any time prior to the filing of articles or a certificate of merger with the Florida Secretary of State by action taken by the respective Boards of Directors of the constituent corporations.

Section 10 Miscellaneous

10.1 Further Assurances. If at any time the Surviving Corporation shall consider or be advised that any further assignments, assurances or any things are necessary or desirable to vest in the Surviving Corporation, in accordance with the terms of this Agreement, the title of any property or rights of Greensuite, the last acting officers and directors of Greensuite or the corresponding officers and directors of the Surviving Corporation shall and will execute and make all such proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in the Surviving Corporation, or otherwise to carry out the purposes of this Agreement or the merger.

10.2 Headings. The headings of this Agreement are for the purpose of reference only, and shall not limit or otherwise affect any of the terms or provisions of this Agreement.

10.3 Execution. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one of such counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Plan of Merger to be duly executed and delivered as of the date first above written.

RACETRAC PETROLEUM, INC.

By: *Tom Brown*

Title: Chief Executive Officer

Attest:

R. J. Imbrosero
Assistant Secretary

GREENSUITE, INC.

By: *Max Leitch*

Title: President

Attest:

R. J. Imbrosero
Assistant Secretary