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CAPITOL SERVICES d/b/a
PARALEGAL & ATTORNEY SERVICE BUREAU, INC.

(Requestor's Name)

1406 Hays Street, Suite 2

(Address)

Tallahassee, FL 32301 (904) 656-3992

(City, State, Zip)

(Phone #)

OFFICE USE ONLY

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*****68.75 *****68.75

CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

1. Reel Help Now.com, LLC (Corporation Name) 299-6610 (Document #)
2. eTherapy.com, Inc. (Corporation Name) F00-685 (Document #)
3. _____ (Corporation Name) _____ (Document #)
4. _____ (Corporation Name) _____ (Document #)

- Walk in Pick up time 2/18 Certified Copy
- Mail out Will wait Photocopy Certificate of Status

RECEIVED
00 FEB 21 AM 10:52
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

APPROVED
FILED
00 FEB 21 PM 12:09
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

| NEW FILINGS | |
|--------------------------|-------------------|
| <input type="checkbox"/> | Profit |
| <input type="checkbox"/> | NonProfit |
| <input type="checkbox"/> | Limited Liability |
| <input type="checkbox"/> | Domestication |
| <input type="checkbox"/> | Other |

| AMENDMENTS | |
|-------------------------------------|---------------------------------------|
| <input type="checkbox"/> | Amendment |
| <input type="checkbox"/> | Resignation of R.A., Officer/Director |
| <input type="checkbox"/> | Change of Registered Agent |
| <input type="checkbox"/> | Dissolution/Withdrawal |
| <input checked="" type="checkbox"/> | Merger |

| OTHER FILINGS | |
|--------------------------|------------------|
| <input type="checkbox"/> | Annual Report |
| <input type="checkbox"/> | Fictitious Name |
| <input type="checkbox"/> | Name Reservation |

| REGISTRATION/ QUALIFICATION | |
|--------------------------------|---------------------|
| <input type="checkbox"/> | Foreign |
| <input type="checkbox"/> | Limited Partnership |
| <input type="checkbox"/> | Reinstatement |
| <input type="checkbox"/> | Trademark |
| <input type="checkbox"/> | Other |

Examiner's Initials JB
2/21/00

ARTICLES OF MERGER
Merger Sheet

MERGING:

REALHELPNOW.COM, LLC, A Florida Limited Liability Company,
L99000006610

INTO

ETHERAPY.COM, INC., a Delaware entity, F00000000685

File date: February 21, 2000

Corporate Specialist: Trevor Brumbley

APPROVED
TREVOR BRUMBLEY
CORPORATE SPECIALIST
FEB 21 2000
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

| <u>Name and Street Address</u> | <u>Jurisdiction</u> | <u>Entity Type</u> |
|--|---------------------|---------------------------|
| RealHelpNow.com, LLC Suite 2400 One Biscayne Boulevard Miami Beach, Florida 33131 | Dade County | Limited Liability Company |

Florida Document/Registration Number: 299000006610 FEI Number: 65-0953428

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

| <u>Name and Street Address</u> | <u>Jurisdiction</u> | <u>Entity Type</u> |
|--|---------------------|--------------------|
| eTherapy.com, Inc. 4014 Chase Avenue, Suite 202 Miami Beach, Florida 33140 | Delaware | Corporation |

Florida Document/Registration Number: F00000000685 FEI Number: 65-0977842

THIRD: The attached Plan of Merger meets the requirements of Section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

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APPROVED
BY
[Signature]

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.


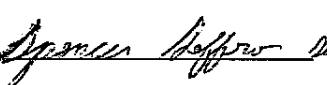
SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

NINTH: The merger shall become effective as of the date the Articles of Merger are filed with Florida Department of State.

TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

ELEVENTH: SIGNATURE(S) FOR EACH PARTY:

| <u>Name of Entity</u> | <u>Signature(s)</u> | <u>Typed or Printed Name of Individual</u> |
|----------------------------|---|--|
| <u>RealHelpNow.com,LLC</u> |  | <u>MARC WACHTER</u> Authorized Member |
| <u>Etherapy.com Inc.</u> |  | <u>SPENCER SAFFRAN</u> Secretary |
| | | |
| | | |

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FILED
TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER

OF

ETHERAPY.COM, INC.
(A Delaware Corporation)

AND

REALHELPNOW.COM, LLC -
(A Florida Limited Liability Company)

AGREEMENT AND PLAN OF MERGER, approved on February 11th, 2000, by eTherapy.com, Inc. ("eTherapy"), a corporation of the State of Delaware, and by resolution adopted by its Board of Directors on said date and approved on February 3, 2000, by RealHelpNow.com, LLC ("RHN"), a limited liability company of the State of Florida, and by resolution adopted by its Members on said date.

WHEREAS, eTherapy is a business corporation of the State of Delaware with its registered office therein located at c/o United Corporate Services, Inc., 15 East North Street, City of Dover, County of Kent, Delaware 19901; and

WHEREAS, the total number of shares of capital stock that eTherapy has authority to issue is Fifty Million (50,000,000) shares, par value \$0.001, of which 49,000,000 shares represent the authorized common stock (the "Common Stock") and 1,000,000 shares represent the authorized preferred stock (the "Preferred Stock"). None of the Common or Preferred Stock is issued and outstanding as of the date hereof.

WHEREAS, RHN, is a limited liability company of the State of Florida, its registered office therein located at Suite 2400, One Biscayne Boulevard, Miami, Florida 33131; and

WHEREAS, the total number of membership units that RHN has authority to issue is Eighteen Million (18,000,000) units (the "Units"), of which 18,000,000 units are issued; and

WHEREAS, RHN, and the members thereof, and eTherapy, and the shareholders thereof, deem it advisable and to the advantage, welfare and best interests of their respective members, stockholders and corporate entities to merge RHN with and into eTherapy pursuant to the provisions of the Delaware General Corporation Law and the Florida Business Corporations Act upon the terms of conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and of the mutual agreement of the parties hereof, being hereunto duly approved by a resolution adopted by the respective Board of Directors of eTherapy and Members of RHN, the Agreement and

APPROVED
BY
02/11/00 11:19:01

Plan of Merger and the terms and conditions thereof and the mode of carrying the same into effect, together with any provisions required to be set forth therein, are hereby determined and agreed upon as hereinafter set forth in this Agreement.

1. The Merger.

1.1 RHN and eTherapy shall, pursuant to the provisions of the General Corporation Law of the State of Delaware and the Florida Business Corporations Act, be merged with and into eTherapy, which shall be the surviving corporation from and after the effective time of the merger pursuant to the provisions of the General Corporation Law of the State of Delaware, and which is sometimes hereinafter referred to as the "Surviving Corporation".

1.2 The existence of RHN, which is hereinafter sometimes referred to as the "Terminating Company", shall cease at the effective time of the merger in accordance the provisions of the General Corporation Law of the State of Delaware.

1.3 The Amended and Restated Certificate of Incorporation of the Surviving Corporation is as set forth on Exhibit A hereto, and said Amended and Restated Certificate of Incorporation shall continue in full force and effect until amended and changed in the manner prescribed by the provisions therein or in the General Corporation Law of the State of Delaware.

1.4 The By-Laws of the Surviving Corporation, as now in force and effect, shall continue to be the By-Laws of the Surviving Corporation following the effective time of the merger, and said By-Laws shall continue in full force and effect until amended, changed or altered as therein provided and in the manner prescribed by the provisions of the General Corporation Law of the State of Delaware.

1.5 The officers and directors of the Surviving Corporation immediately prior to the effective time of the merger shall continue to be officers and directors of the Surviving Corporation until their resignation or removal in accordance with the Amended and Restated Certificate of Incorporation and By-Laws of the Surviving Corporation and shall have the same duties, responsibilities and authority in respect of the Surviving Corporation following the merger as they did in respect of eTherapy prior to the merger.

1.6 At and as of the effective time of the merger, by virtue of the merger and without any action on the part of any of eTherapy, RHN or the holders of any securities of eTherapy or membership interests of RHN: each Unit of RHN shall be automatically canceled and extinguished and converted into the right to receive one (1) share of validly issued, fully paid and non-assessable common stock of eTherapy so that the Members of RHN shall own shares in eTherapy after the merger in the same relationship as they owned Units in RHN prior to the merger. All such Units, when so converted, shall automatically be canceled and retired and shall cease to exist.

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RHN

1.7. In the event that this Agreement and Plan of Merger shall have been fully adopted on behalf of the Terminating Company and the Surviving Corporation in accordance with the provisions of the General Corporation Law of the State of Delaware and the Florida Business Corporations Act, both eTherapy and RHN agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws of the States of Delaware and/or Florida, and that they will cause to be performed all necessary acts with in the States of Delaware and/or Florida and elsewhere to effectuate the merger herein provided for.

2. Shareholder Representations and Warranties.

2.1. Each shareholder of shares acquired pursuant to this Agreement and Plan of Merger (an "Acquiring Shareholder") agrees to be bound by the Right of First Refusal, as set forth in Section 2.2 and acknowledges that such shares (the "Acquired Shares") are subject to such Right of First Refusal

2.2 If the Acquiring Shareholder at any time or from time to time prior to the consummation of an Initial Public Offering receives a bona fide written offer (a "Third Party Offer") from any person or entity to purchase any shares of Common Stock (such shares of Common Stock offered to be purchased, the "Offered Shares") and such shareholder desires to sell such Shares, then such shareholder (the "Offering Shareholder"), prior to the acceptance of the Third Party Offer, shall give written notice thereof to the Surviving Corporation (also referred to as the "Company"). Such notice (the "Offering Notice") shall contain a description in reasonable detail of the material terms and conditions of the Third Party Offer, including, but not limited to, the name and address of the offeror and the price at which (specified as a cash price for each Share included in the Offered Shares) and the other terms and conditions upon which such Third Party Offer was made, and shall be accompanied by a copy of the Third Party Offer. The Offering Notice shall be deemed to be a firm, irrevocable offer by the Offering Shareholder to sell all Offered Shares to the Company, which shall then have the following options to accept such Offer:

(a) The Company shall have the right to elect, by written notice (a "Company Acceptance Notice") given to the Offering Shareholder on or before the twentieth (20th) day after the Company's receipt of the Offering Notice, to purchase all or a portion of the Offered Shares upon the terms and conditions set forth in the Offering Notice. If the Company elects to purchase all of the Offered Shares, then in the Company Acceptance Notice the Company shall specify a date, not less than ten (10) and not more than thirty (30) days after the date such Notice is given to the Offering Shareholder as the date to close the purchase by the Company, and the sale by the Offering Shareholder, of the Offered Shares.

(b) If the Company elects within such twenty-day period to purchase all of the Offered Shares, a closing of the purchase by the Company of all of the Offered Shares shall be held on the date specified therefor in the Company Acceptance.

(c) If within the time periods set forth in this Section 7, the Offering Shareholder has not received an Acceptance Notice indicating collectively an election to purchase all of the Offered Shares, then none of the Offered Shares may be purchased by the Company, and the Offering Shareholder may thereafter transfer all of the Offered Shares to the purchaser named in the Third Party Offer within thirty (30) days after the expiration of the time period in which the Company could provide an Acceptance Notice; provided, however, that prior to or simultaneously with the consummation of the sale to such third party, the transfer is made in accordance with the terms and conditions as set forth in the Offering Notice and the Offering Shareholder is able to certify and does certify in writing to the Company and that the transfer of the Offered Shares has been made to such third party upon such terms and conditions.

(d) The right of first refusal described in this Section 2.2 may be assigned or transferred to one or more of the directors of the Company at the determination of the Board of Directors if, at the time the Company receives an Offering Notice hereunder it is unable to exercise such right in accordance with applicable provisions of the Delaware General Corporations Laws.

2.3. Each of the Acquiring Shareholders represents and warrants that the Acquired Shares are for his or its own account for investment and not with a view to, or for sale in connection with, the distribution of the Acquired Shares, nor with any present intention of selling or otherwise disposing of all or any part of such Acquired Shares. The Acquiring Shareholder understands that there is no market at present and there may not be any market in the future for the Acquired Shares. The Acquiring Shareholder agrees that (i) the Acquired Shares represent a long-term investment, (ii) he or it may have to bear the economic risk of investment for an indefinite period of time because the Acquired Shares have not been registered under the Securities Act of 1933 (the "Securities Act") and may not be registered and cannot be resold, pledged, assigned or otherwise disposed of unless they are subsequently registered under said Securities Act and under applicable securities laws of certain states or an exemption from such registration is available. The Acquiring Shareholder understands that the Company is under no obligation to register the Acquired Shares and is under no obligation to assist him or it in complying with any exemption from such registration under the Securities Act or any state securities laws. He hereby authorizes the Company to place a legend denoting the restrictions on the Acquired Shares.

2.4. Each of the Acquiring Shareholders hereby agrees to indemnify and hold harmless the Company and its officers, directors, shareholders, employees, agents and attorneys against any and all losses, claims, demands, liabilities and expenses (including reasonable legal or other expenses, including reasonable attorneys' fees and other expenses in investigating, preparing or defending against any claim whatsoever reasonably incurred by the indemnified party in any action or proceeding between the indemnitor and the indemnified party or between the indemnified party and any third party or otherwise) incurred by each such person in connection with defending or investigating any such claims or liabilities, whether or not resulting in any liability to such person, to which any such indemnified party may become subject under the

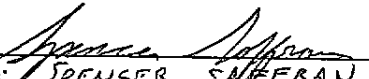
Securities Act, under any other statute, at common law or otherwise, insofar as such losses, claims, demands, liabilities and expenses (a) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact made by him, (b) arise out of or are based upon any breach by me of any representation, warranty or agreement made by him contained herein, or (c) arise out of or are based upon any material misstatement or omission.

3. **Authorization.** The members of the Terminating Corporation and the directors and proper officers of the Surviving Corporation are hereby 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 and Plan of Merger or of the merger herein provided for.


IN WITNESS WHEREOF, this Agreement and Plan of Merger is hereby signed and attested upon behalf of each of the constituent parties hereto

Dated: February 14th, 2000

eTHERAPY.COM, INC.

By: 
Name: SPENCER SAFFRAN
Title: Secretary/VP

REALHELPNOW.COM, LLC

By: 
Name: SPENCER SAFFRAN
Title: Authorized Member

COPIES OF THIS AGREEMENT AND PLAN OF MERGER TO BE MAINTAINED IN THE OFFICE OF THE SECRETARY OF THE CORPORATION