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TALLAHASSEE, FLORIDA
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MERGER OR SHARE EXCHANGE

NewsMax Media, Inc.

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FILED
06 FEB 22 AM 10:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER
OF
NMX ACQUISITION COMPANY
WITH AND INTO
NEWSMAX MEDIA, INC.**

The following Articles of Merger have been duly adopted and are submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105 of the Florida Statutes:

First: The name and jurisdiction of the surviving corporation ("Surviving Corporation") is:

<u>Name</u>	<u>Jurisdiction</u>
NewsMax Media, Inc.	Nevada

Second: The name and jurisdiction of the merging corporation ("Merging Corporation") is:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
NMX Acquisition Company	Florida	P05000152087

Third: On the Effective Date (as defined below), Merging Corporation shall be merged with and into Surviving Corporation and the separate existence of Merging Corporation shall cease (the "Merger"). Surviving Corporation is the surviving corporation of the 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.

Fourth: The Merger shall become effective ("Effective Date") on the date of filing these Articles of Merger with the Florida Department of State.

Fifth: In accordance with applicable Florida law, the Merger was approved by the shareholders of the Surviving Corporation on February 16, 2006.

Sixth: In accordance with applicable Florida law, the Merger was approved by the shareholder of the Merging Corporation on January 13, 2006.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties have executed and delivered these Articles of Merger as of February 17, 2006.

NEWSMAX MEDIA, INC.

By: Tony Grogan
Tony Grogan, Chief Financial Officer

NMX ACQUISITION COMPANY

By: NMX HOLDINGS, LLC, sole shareholder

By: Chris Ruddy
Christopher Ruddy, Managing Member

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EXHIBIT A**PLAN OF MERGER
BETWEEN
NMX ACQUISITION COMPANY
AND
NEWSMAX MEDIA, INC.**

This Plan of Merger is entered into by and among NewsMax Media, Inc., a Nevada corporation, and NMX Acquisition Company, a Florida corporation, for the purpose of merging, at the Effective Time (as defined below) NMX Acquisition Company with and into NewsMax Media, Inc. in accordance with the Florida Business Corporation Act and the following agreements, terms and provisions set forth herein (the "Merger").

1. **Parties to Merger and Name of Surviving Corporation.** The name and jurisdiction of the surviving corporation is NewsMax Media, Inc., a Nevada corporation (the "Surviving Corporation"). The name and jurisdiction of the merging corporation is NMX Acquisition Company, a Florida corporation (the "Merging Corporation", and together with the Surviving Corporation, the "Corporations").

2. **Terms and Conditions.** The terms and conditions of the Merger, in addition to the terms and conditions set forth herein and in that certain Merger Agreement, dated as of January 13, 2006, among Merging Corporation, NMX Holdings, LLC, a Florida limited liability company ("Parent") and Surviving Corporation, as it may be amended from time to time in accordance with its terms (the "Agreement"), are as follows:

(a) At the Effective Time (as defined below), Merging Corporation will be merged with and into Surviving Corporation, the separate corporate existence of Merging Corporation shall cease and Surviving Corporation shall continue as the surviving corporation and a wholly-owned subsidiary of Parent.

(b) The Merger shall have the effects set forth in Section 607.1106 of the Florida Business Corporation Act with respect to a merger.

3. **Effective Time.** The Merger shall become effective ("Effective Time") on the date of filing the Articles of Merger with the Florida Department of State.

4. **Manner and Basis of Converting Shares, Options and Warrants.** Subject to the terms and conditions of the Agreement, at the Effective Time by virtue of the Merger and without any action on the part of Surviving Corporation, Merging Corporation or Parent, the following actions will occur:

(a) each issued and outstanding share of common stock, \$0.01 par value per share, of Merging Corporation shall be converted into one share of Surviving Corporation's common stock, \$0.001 par value per share;

(b) each share of Surviving Corporation's Common Stock, \$0.001 par value per share (the "Common Stock"), issued and outstanding immediately prior to the Effective Time (other

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than shares held in the Surviving Corporation's treasury and shares held directly or indirectly by Parent, which shall be cancelled without conversion and without any payment), shall be converted into the right to receive: (i) an amount in cash equal to a pro rata portion of the cash Merger Consideration (as defined in the Agreement) to those recipients receiving cash consideration or (ii) Parent LLC Interests (as defined in the Agreement) to those recipients receiving LLC Interests;

(c) Under the Agreement, all options and warrants to purchase shares of the Surviving Corporation Common Stock outstanding at the Effective Time may receive payment, if any, equal to (i) the product of (x) the number of shares of the Surviving Corporation Common Stock subject to each option or warrant, and (y) the price per share as per the Agreement, minus (ii) the exercise price per share of each option or warrant and all federal, state, and local taxes applicable and required by law to be withheld.

5. Payment of Consideration. Subject to the terms and conditions of the Agreement, in exchange for certificates representing all the issued and outstanding shares of capital stock of Surviving Corporation, Parent shall cause to be paid the cash Merger Consideration (as defined in the Agreement) to those recipients receiving cash consideration and shall cause to be issued Parent LLC Interests (as defined in the Agreement) to those recipients receiving LLC Interests.

6. Articles of Incorporation of Surviving Corporation. The Articles of Incorporation of Surviving Corporation from and after the Effective Time remain in effect.

7. Bylaws of Surviving Corporation. The Bylaws of Surviving Corporation, as in effect immediately prior to the Effective Time, shall be the Bylaws of Surviving Corporation.

8. Officers of Surviving Corporation. The officers of Surviving Corporation immediately after the Effective Time shall be the following individuals, until their respective successors are duly elected or appointed and qualified or their respective resignation or removal:

<u>Name and Business Address</u>	<u>Title/Position</u>
Christopher Buddy 560 Village Blvd, Suite 120 West Palm Beach, FL 33409	President
Tony Grogan 560 Village Blvd, Suite 120 West Palm Beach, FL 33409	Chief Financial Officer and Secretary

9. Approval. The Merger has previously been submitted to and approved by the Corporations' respective Boards of Directors and shareholders. The proper officers of the parties shall be, and hereby are, authorized and directed to perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to effect the Merger contemplated by this Plan of Merger.

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10. Counterparts. This Plan of Merger may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

11. Miscellaneous. This Plan of Merger shall be construed in accordance with the laws of the State of Florida. The terms and conditions of this Plan of Merger are solely for the benefit of the parties hereto, and no other person shall have any rights or benefits whatsoever under this Plan of Merger, either as a third party beneficiary or otherwise. This Plan of Merger shall be construed together with and complement the Agreement with respect to the subject matter hereof and thereof. Neither this Plan of Merger nor the Agreement may be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification. Each term which is capitalized but undefined herein shall have the meaning ascribed thereto in the Agreement.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have executed and delivered this Plan of Merger as of February 17, 2006.

NEWSMAX MEDIA, INC.

By: Tony Grogan
Tony Grogan, Chief Financial Officer

NMX ACQUISITION COMPANY

By: **NMX HOLDINGS, LLC, sole shareholder**

By: Christopher Ruddy
Christopher Ruddy, Managing Member