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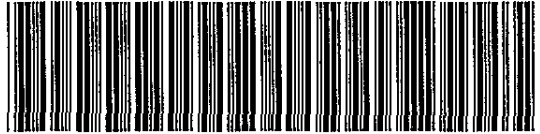
(Business Entity Name)

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05 AUG 10 PM 3:52  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Ps for 105  
merger-

**TRANSMITTAL LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** CYBERADS, INC.  
(Name of surviving corporation)

The enclosed merger and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Robert C. Laskowski

(Name of person)

Law Office

(Name of firm/company)

520 SW Yamhill, Suite 600

(Address)

Portland, OR 97204-1329

(City/state and zip code)

For further information concerning this matter, please call:

Robert C. Laskowski

(Name of person)

at ( 503 ) 241-0780

(Area code & daytime telephone number)

Certified copy (optional) \$8.75 (plus \$1 per page for each page over 8, not to exceed a maximum of \$52.50; please send an additional copy of your document if a certified copy is requested)

**Mailing Address:**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address:**

Amendment Section  
Division of Corporations  
409 E. Gaines St.  
Tallahassee, FL 32399

**ARTICLES OF MERGER**  
**(Profit Corporations)**

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

**First:** The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> <small>(If known/ applicable)</small>
Cyberads, Inc.	Nevada	

**Second:** The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> <small>(If known/ applicable)</small>
Cyberads, Inc.	Florida	P00000037324
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**OR**      /      /      (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

**Fifth:** Adoption of Merger by **surviving** corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on \_\_\_\_\_

The Plan of Merger was adopted by the board of directors of the surviving corporation on August 8, 2005 and shareholder approval was not required.

**Sixth:** Adoption of Merger by **merging** corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on August 8, 2005

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

*(Attach additional sheets if necessary)*

**FILED**  
05 AUG 10 PM 3:32  
DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA



# PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, F.S. and in accordance with the laws of any other applicable jurisdiction of incorporation.

**First:** The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>
Cyberads, Inc.	Nevada

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
Cyberads, Inc.	Florida
_____	_____
_____	_____
_____	_____
_____	_____

**Third:** The terms and conditions of the merger are as follows:

See attached Agreement and Articles of Merger

**Fourth:** The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See attached Agreement and Articles of Merger  
*(Attach additional sheets if necessary)*

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached as an exhibit:

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

## ARTICLES AND AGREEMENT OF MERGER

DATED: August 8, 2005

BETWEEN: **CYBERADS, INC.**  
a Florida corporation ("Cyberads-Florida")

AND: **CYBERADS, INC.**  
a Nevada corporation ("Cyberads-Nevada")

**WHEREAS**, Cyberads-Florida and Cyberads-Nevada wish to provide for the terms and conditions upon which a merger of Cyberads-Florida with and into Cyberads-Nevada would be consummated for the sole purpose of changing the corporate domicile of Cyberads-Florida from Florida to Nevada; and

**WHEREAS**, the Board of Directors of Cyberads-Florida and Cyberads-Nevada, respectively, have deemed it desirable and in the best interests of the corporations and their shareholders that the merger should take place, and have approved the merger pursuant to the terms of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants, representations, warranties and agreements contained herein, the parties agree as follows:

### ARTICLE I

#### THE MERGER AND RELATED MATTERS

##### 1.01 The Merger

- (a) Subject to the terms and conditions of this Agreement, at the Effective Date, as defined in Section 1.01(b), Cyberads-Florida shall be merged with and into Cyberads-Nevada in accordance with the provisions of the Business Corporation Acts of the States of Florida and Nevada, respectively ("Corporation Acts"), and the separate existence of Cyberads-Florida shall cease and Cyberads-Nevada shall continue as the surviving corporation under the laws of the State of Nevada under the name "Cyberads, Inc". ("Surviving Corporation").
- (b) The merger shall become effective at the time of filing Articles of Merger under the Corporation Acts. The date when the merger shall become effective is hereinafter referred to as the "Effective Date."
- (c) On the Effective Date, the Surviving Corporation shall thereafter possess all assets and property of every description, and the rights, privileges, powers and authority of Cyberads-Florida and Cyberads-Nevada, and all obligations belonging to or due to each of Cyberads-Florida and Cyberads-Nevada. The Surviving Corporation shall be liable for all obligations of each of Cyberads-Florida and Cyberads-Nevada.

1.02 Exchange of Shares

On the Effective Date, the then issued and outstanding shares of voting common stock of Cyberads-Florida shall be exchanged for an equal number of shares of fully paid and nonassessable voting common stock in the Surviving Corporation. The voting common stock of Cyberads-Florida so exchanged shall be cancelled and returned and shall no longer be considered issued or outstanding. On the Effective Date, there shall be outstanding shares of the common stock of the Surviving Corporation.

1.03 Articles of Incorporation and Bylaws of Surviving Corporation

The Articles of Incorporation and Bylaws of Cyberads-Nevada, as in effect on the Effective Date, shall be the Articles of Incorporation and Bylaws of the Surviving Corporation until amended as provided by law.

1.04 Directors and Officers of the Surviving Corporation

The officers and directors of the Surviving Corporation shall be as follows:

<u>Name</u>	<u>Title</u>
Jeff Criswell	President, Director
Walter Tatum	Secretary/Director
August A. DeAngelo II	Director

The directors shall hold office subject to the provisions of the Bylaws of the Surviving Corporation until the next annual shareholders' meeting of the Surviving Corporation and until their respective successors have been duly elected or appointed and qualified. Such officers shall hold office subject to the provisions of the Articles of Incorporation and Bylaws of the Surviving Corporation until their respective successors have been duly elected or appointed, and have been duly qualified.

## ARTICLE II

### WARRANTIES AND REPRESENTATIONS

2.01 Warranties and Representations of Cyberads-Florida

Cyberads-Florida hereby warrants and represents to Cyberads-Nevada as follows:

- (a) Due Organization; Good Standing and Corporate Power. Cyberads- Florida is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has all requisite corporate power and authority to own, lease, and operate its properties and to carry on its business as now being conducted.
- (b) Capitalization. On the Effective Date, the authorized capital stock shall consist of 50,000,000,000 shares of voting common stock, no par value, and 5,000,000 shares of preferred stock. All issued and outstanding shares of common stock have been validly issued and are fully paid and nonassessable. There are 2,000,000 shares of preferred stock issued and outstanding.



- (c) Authorization and Validity of Agreement. Cyberads- Florida has full corporate power and authority to execute and deliver this Agreement, and has obtained the necessary approval of its shareholders, to consummate the merger. The execution, delivery and performance by the Company of this Agreement have been authorized by its Board of Directors. This Agreement is a valid and binding obligation of the Company, enforceable against it in accordance with its terms.
- (d) No Consents or Approvals Required. The execution and delivery of this Agreement will not (i) conflict with, or violate any provision of the Articles of Incorporation or Bylaws of Cyberads- Florida, (ii) conflict with or violate any law, rule, regulation, order, writ, injunction, judgment or decree applicable to Cyberads- Florida or by which any of its properties or assets are found or affected; or (iii) conflict with or result in any breach of or constitute a default under, or give to others any rights of termination or cancellation of or result in the creation of any lien, charge or encumbrance on any of the properties or assets of Cyberads- Florida pursuant to any note, bond, mortgage, indenture, deed of trust, lease, or any other instrument to which Cyberads- Florida is a party.
- (e) Litigation or Administrative Proceedings. There are no suits, actions, legal or administrative proceedings or investigations pending or threatened against Cyberads- Florida of which Cyberads-Nevada has not been advised, which, if adversely determined, would materially and adversely affect the financial condition of Cyberads- Florida or the conduct of its business.

2.02 Warranties and Representations of Cyberads-Nevada

Cyberads-Nevada hereby warrants and represents to Cyberads- Florida as follows:

- (a) Due Organization: Good Standing and Corporate Power. Cyberads-Nevada is a corporation duly organized and validly existing and in good standing under the laws of the state of Nevada and has all requisite corporate power and authority to own, lease, and operate its properties and to carry on the business as now being conducted.
- (b) Capitalization. The authorized capital stock consists of 500,000,000 shares of voting common stock, no par value, and 5,000,000 shares of preferred stock. All issued and outstanding shares of common stock and preferred have been validly issued and are fully paid and nonassessable.
- (c) Authorization and Validity of Agreement. Cyberads-Nevada has full corporate power and authority to execute and deliver this Agreement and to consummate the merger. The execution, delivery and performance by Cyberads-Nevada of this Agreement have been authorized by the Board of Directors. This Agreement is a valid and binding obligation of Cyberads-Nevada, enforceable against it in accordance with its terms.
- (d) No Consents or Approvals Required. Neither the execution nor the delivery of this Agreement will (i) conflict with, violate, or result in a breach of any provision of the Articles of Incorporation or Bylaws of Cyberads-Nevada, (ii) conflict with, or violate any law, rule, regulation, order, writ, injunction, judgment or decree applicable to Cyberads-Nevada, or by which any of its properties or assets may be found or affected; or (iii) conflict with or result in any breach of or constitute a default under or give to others any rights of termination or cancellation of or result in the creation of any lien, charge or encumbrance on any of the properties

or assets of Cyberads-Nevada pursuant to any note, bond, mortgage, indenture, deed of trust, lease or any other instrument to which Cyberads-Nevada is a party.

- (e) Litigation or Administrative Proceedings. There are no suits, actions, legal or administrative proceedings or investigations pending or threatened against Cyberads-Nevada of which Cyberads- Florida has not been advised, which, if adversely determined, would materially and adversely affect the financial condition of Cyberads-Nevada or the conduct of its business.

### ARTICLE III

#### CONDITIONS TO THE MERGER

##### 3.01 Conditions Precedent to Obligations of Cyberads- Florida and Cyberads-Nevada

The respective obligations of Cyberads- Florida and Cyberads-Nevada to consummate the merger under this Agreement are subject to the satisfaction or waiver of each of the following conditions:

- (a) The approval of the shareholders of Cyberads- Florida shall have been obtained in accordance with the Corporation Acts.
- (b) No order, statute, regulation, injunction, decree or restraining order shall have been enacted, entered or enforced by any court of competent jurisdiction or governmental authority that prohibits the consummation of the merger.
- (c) All regulatory authorizations necessary to carry out the merger shall have been received.

Cyberads- Florida and Cyberads-Nevada each agree to use their best efforts to fulfill all conditions precedent referred to herein and to do all things necessary to consummate the merger.

### ARTICLE IV

#### TERMINATION AND ABANDONMENT

##### 4.01 Termination

This Agreement may be terminated and the merger abandoned, at any time prior to the Effective Date, whether before or after the approval of the merger by the shareholders of Cyberads- Florida and Cyberads-Nevada, respectively, by mutual consent of the Board of Directors of Cyberads- Florida and Cyberads-Nevada.

##### 4.02 Effect of Termination

In the event of the termination of this Agreement pursuant to Section 4.01, this Agreement shall become void and have no effect and there shall be no liability hereunder on the part of Cyberads- Florida or Cyberads-Nevada or any of their respective officers, directors, employees, agents or shareholders.

ARTICLE V

MISCELLANEOUS

5.01 Entire Agreement

This Agreement contains the entire agreement of the parties with respect to the merger and supercedes all prior agreements and understandings oral and written with respect thereto.

5.02 Amendment and Modification

To the extent permitted by applicable law, at or prior to the Effective Date this Agreement may be amended, modified or supplemented by written agreement of the respective Boards of Directors of Cyberads- Florida and Cyberads-Nevada, whether before or after the vote of the shareholders of Cyberads- Florida and Cyberads-Nevada.

5.03 Counterparts

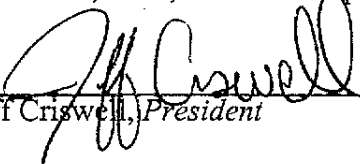
This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.

5.04 Applicable Law

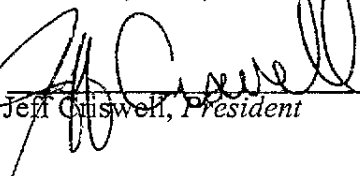
This Agreement and the legal relations between Cyberads- Florida and Cyberads-Nevada shall be governed by and construed in accordance with the laws of the State of Nevada.

IN WITNESS WHEREOF, Cyberads- Florida and Cyberads-Nevada have each caused this Agreement to be executed by their respective officers duly authorized as of the date first above written.

CYBERADS, INC., a Florida corporation

By:   
Jeff Criswell, *President*

CYBERADS, INC., Nevada corporation

By:   
Jeff Criswell, *President*