

P98000034211

AmeriNet Group, Inc.

A publicly held Delaware corporation

Michael Harris Jordan
President & Chief Executive Officer

G. Richard Chamberlin, Esquire
Secretary & General Counsel

Michael Harris Jordan
G. Richard Chamberlin
Anthony Q. Joffe
Penny L. Adams Field
Mark Granville-Smith
J. Bruce Gleason

Board of Directors

American Internet Technical Center, Inc.

Operating Subsidiary

440 East Sample Road, Suite 204
Pompano Beach, Florida 33056
Telephone (954) 943-4748
Fax (954) 943-4046
Web site and e-mail www.aitec.net

Please respond to Boca Raton address

1941 Southeast 51st Terrace
Ocala, Florida 34471
Telephone (352) 694-6714
Fax (352) 694-9178
e-mail, GrichardCh@aol.com

902 Clint Moore Road, Suite 136
Boca Raton, Florida 33487
Telephone (561) 998-3435
Fax (561) 998-3425
e-mail webmaster@amerinetgroup.com

November 11, 1999

Secretary of State
STATE OF FLORIDA
409 East Gaines Street
Tallahassee, Florida 32399

Re.: *Articles of Merger of Wriwebs.com, Inc. and American Internet Technical Center, Inc.*

Gentlemen:

200003042822--9
-11/12/99--01082--009
*****85.75 *****85.75

Enclosed please find:

- (a) Articles of Merger for the above referenced corporation.
- (b) A check in the amount of \$85.75 covering the costs of filing the Articles of Merger for each corporation and \$15.75 for a certified copy.

If you have any questions or comments, please contact the undersigned.

Very truly yours,
Michael H. Jordan Pres
Michael H. Jordan
President

FILED
99 NOV 12 PM 1:55
CLERK OF STATE
TALLAHASSEE, FLORIDA

*OK
Wm
17 P 8
Cert copy*

ARTICLES OF MERGER
Merger Sheet

MERGING:

WRIWEBS.COM, INC., a Florida corporation, document #P98000064780

INTO

AMERICAN INTERNET TECHNICAL CENTER, INC. which changed its name to
WRIWEBS.COM, INC., a Florida entity, P98000034211

File date: November 12, 1999

Corporate Specialist: Carol Mustain

A rticles of Merger

Merging

Wriwebs.com, Inc. with and into, American Internet Technical Center, Inc.
Pursuant to Section Sections 607.1101, 607.1103, 607.1105, 607.1106, 607.1301,
607.1302 and 607.1320, Florida Statutes (the "Florida Corporate Merger Laws")

The undersigned, being the President and Secretary of both American Internet Technical Center, Inc., and Wriwebs.com, Inc., both Florida corporations organized and existing under and by virtue of Chapter 607, Florida Statutes, do hereby certify as follows:

Witnesseth:

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

FIRST: That:

- (A) The name and state of incorporation of each of the constituent corporations in the merger is as follows:

Wriwebs.com, Inc., a Florida corporation
American Internet Technical Center, Inc., a Florida corporation and wholly owned subsidiary of
AmeriNet Group.com, Inc., a publicly held Delaware corporation ("AmeriNet")

- (B) Wriwebs.com, Inc., shall be merged into American Internet Technical Center, Inc., which shall be the surviving corporation as a wholly owned subsidiary of AmeriNet.

SECOND: That an Agreement and Plan of Merger dated as of November 11, 1999 (the "Merger Agreement"), between Wriwebs.com, Inc. and American Internet Technical Center, Inc. has been approved, adopted, certified, executed, and acknowledged by each of the constituent corporations in accordance with Sections 607.1101, 1103, 1105 and 1106, Florida Statutes.

THIRD: That American Internet Technical Center shall be the surviving corporation (the "Surviving Corporation") but shall be referred to as "Wriwebs.com, Inc."

Please Initial: Merging Corporation Wk Surviving Corporation Wk

- FOURTH:** That the Articles of Incorporation of American Internet Technical Center, Inc. shall be the Articles of Incorporation of American Internet Technical Center, as the Surviving Corporation, subject to amendment of its name by changing it to "Wriwebs.com, Inc."
- FIFTH:** That the executed Merger Agreement is on file at the principal place of business of American Internet Technical Center, as the Surviving Corporation, at the following address: **Wriwebs.com, Inc.;** 245 North Ocean Boulevard, Suite 201; Deerfield Beach, Florida 33441.
- SIXTH:** That a copy of the Merger Agreement will be furnished by American Internet Technical Center, as the Surviving Corporation,, on request, and without cost, to any stockholder of any constituent corporation.
- SEVENTH:** That the plan of merger, as stated in the Agreement of Merger, is as follows:

"Article I
The Merger

1.1 The Merger; Definitions.

(A) The Merger.

At the Effective Time (as defined in Section 1.2) and subject to and upon the terms and conditions of this Agreement and the Florida Merger Laws, WRI shall be merged with and into American Internet, the separate corporate existence of WRI shall cease and American Internet shall continue as the surviving corporation albeit under the name "Wriwebs.com, Inc."

(B) Definitions.

- (1) Affiliate: An entity or person that controls, is controlled by or is under common control with another person.
- (2) Aggregate WRI
Capital Stock
Number: The "Aggregate WRI Capital Stock

Please Initial: Merging Corporation ME Surviving Corporation ME

Number" shall mean the aggregate number of shares of WRI's Capital Stock outstanding immediately prior to the Effective Time.

- (3) Aggregate Share Number: The "Aggregate Share Number" is 531,000.
- (4) Blue Sky Laws: The laws of the several states regulating transactions in securities.
- (5) Capital Stock: The generic term used for equity securities, whether common, preferred or otherwise.
- (6) Commission: The United States Securities and Exchange Commission.
- (7) Code: The Internal Revenue Code of 1986, as amended.
- (8) Escrow Number: The "Escrow Number" shall be that number of shares of AmeriNet Common Stock equal to the Aggregate Share Number multiplied by twenty percent.
- (9) Exchange Act: The Securities Exchange Act of 1934, as amended.
- (10) Exchange Act Reports All reports filed by AmeriNet with the Commission pursuant to Sections 12(g), 13 and 15(d) of the Exchange Act.

Please Initial: Merging Corporation MP Surviving Corporation WMC

- (11) Exchange Ratio: The "Exchange Ratio" shall mean the quotient obtained by dividing (x) 531,000 by (y) the Aggregate WRI Capital Stock Number.
- (12) Florida Corporate Merger Laws: Sections 607.1101, 607.1103, 607.1105, 607.1106, 607.1301, 607.1302 and 607.1320, Florida Statutes
- (13) Knowledge: When used to qualify a representation or warranty, the word "knowledge" or any derivations or variations thereof, whether in the form of a word or phrase, shall mean knowledge after reasonable inquiry by an executive officer of the legal entity on whose behalf the assertion is made and will include information that such legal entity should have had in the exercise of reasonable diligence.
- (14) Material: When used to qualify a representation or warranty, the word "material" or any derivations or variations thereof, whether in the form of a word or phrase, shall mean material on the occasion referenced as well as on an aggregate basis with other similar matters.
- (15) NASD: The National Association of Securities Dealers, Inc., a Delaware corporation and self regulatory organization registered with the Commission.
- (16) OTC Bulletin Board: The over the counter bulletin board operated by but not a part of the

Please Initial: Merging Corporation mk Surviving Corporation mk

NASD.

- (17) Securities Act: The Securities Act of 1933, as amended.
- (18) Ten-Day Average Price: The "Ten-Day Average Price" shall, if the subject shares are freely tradeable, be the average closing transaction price of a share of AmeriNet Common Stock for the ten most recent days that AmeriNet Common Stock has traded ending on the trading day prior to the Effective Time, as reported on the OTC Bulletin Board, and if they are issued as unregistered restricted securities not eligible for immediate resale under Commission Rule 144, 50% of such result.
- (19) Surviving Corporation: American Internet operating under the name "Wriwebs.com, Inc.", after the Merger.
- (20) Tax: For the purposes of this Agreement, a "Tax" or, collectively, "Taxes," means any and all federal, state, local and foreign taxes, assessments and other governmental charges, duties, impositions and liabilities, including taxes based upon or measured by gross receipts, income, profits, sales, use and occupation, and value added, ad valorem, transfer, franchise, withholding, payroll, recapture, employment, excise and property taxes, together with all interest, penalties and additions imposed with

Please Initial: Merging Corporation Wke Surviving Corporation Wke

respect to such amounts and any obligations under any agreements or arrangements with any other person with respect to such amounts.

- (21) WRI Stockholders' Meeting:

The meeting of WRI's stockholders called to approve this Agreement, or the corresponding action taken by written consent in lieu of stockholders' meeting to the extent consistent with applicable laws and WRI's constituent documents.

- (22) Additional defined terms are specified in certain sections and subsections below and are characterized by the use of initial letter capitalization.

1.2 Effective Date & Time.

- (A) As promptly as practicable after the satisfaction or waiver of the conditions set forth in Article VI, the Parties shall cause the Merger to be consummated by filing a Certificate of Merger (the "Certificate of Merger") with the Secretary of State of the State of Florida, in such form as required by, and executed in accordance with the relevant provisions of the Florida Corporate Merger Laws.
- (B) The effective date and time of the Merger shall be 5:00 o'clock p.m., on the day of acceptance by the officer designated by the Secretary of State of the State of Florida for such purpose, of the Certificate of Merger, which shall so provide (the "Effective Date" and the "Effective Time," respectively).
- (B) The closing of the transactions contemplated hereby (the "Closing") shall take place at 10:00 o'clock a.m., at the offices of AmeriNet's Counsel, on the Effective Date, or at such different time, date and place as the Parties may unanimously agree to in writing.

Please Initial: Merging Corporation me Surviving Corporation me

1.3 Effect of the Merger.

- (A) At the Effective Time, the effect of the Merger shall be as provided under the Florida Corporate Merger Laws.
- (B) Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the property, rights, privileges, powers and franchises of WRI and American Internet shall vest in the Surviving Corporation, and all debts, liabilities and duties of WRI and American Internet shall become the debts, liabilities and duties of the Surviving Corporation.

1.4 Articles of Incorporation: Bylaws.

Provided that they have been amended to conform to the forms of articles of incorporation and bylaws set forth in Schedule 1.4:

- (A) Unless otherwise determined by AmeriNet prior to the Effective Time, at the Effective Time the Articles of Incorporation of WRI, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation until thereafter amended as provided by law and such Articles of Incorporation; and
- (B) The Bylaws of WRI, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until thereafter amended.

1.5 Directors and Officers.

Subject to the requirements of Section 5.16, the directors of WRI immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation, and the officers of WRI immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation, in each case until their respective successors are duly elected or appointed and qualified; *provided that* such officers and directors are comprised of the persons listed in Schedule 1.5

Please Initial: Merging Corporation Wk Surviving Corporation Wk

1.6 Maximum Shares to Be Issued: Effect on Capital Stock.

(A) The number of shares of AmeriNet Common Stock to be issued in exchange for the cancellation of all of the WRI Common Stock (WRI's only securities of any kind) shall be determined immediately prior to the Effective Time and shall be equal to the Aggregate Share Number; *provided, however*, that such Aggregate Share Number shall be adjusted as provided in this Section 1.6 and in Section 1.7.

(B) Subject to the terms and conditions of this Agreement, as of the Effective Time, by virtue of the Merger and without any action on the part of American Internet, WRI or the holder of any of the following securities:

(1) Conversion of WRI's Securities.

Each share of WRI common stock, par value one dollar per share ("WRI's Common Stock") outstanding immediately prior to the Effective Time *[other than any shares of WRI's Common Stock to be canceled pursuant to this Section 1.6 and any Dissenting Shares (as defined and to the extent provided in Section 1.7)]* will be canceled and extinguished and be converted automatically into the right to receive that number of shares of AmeriNet Common Stock equal to the Exchange Ratio upon surrender of the certificate representing such share of WRI's Common Stock in the manner provided in Section 1.8.

(2) Cancellation of AmeriNet-Owned and WRI-Owned Stock.

Each share of WRI's Common Stock owned by American Internet, AmeriNet, WRI or any direct or indirect wholly owned subsidiary of AmeriNet or of WRI immediately prior to the Effective Time shall be canceled and extinguished without any conversion thereof.

(3) Stock Options & Warrants.

Neither WRI nor American Internet have any outstanding

Please Initial: Merging Corporation WRI Surviving Corporation AmeriNet

common stock purchase options, warrants or obligations to issue any of its securities and will have none immediately prior to the Effective Date.

(4) Common Stock of American Internet.

Each certificate of American Internet evidencing ownership of any shares of its Capital Stock shall continue to evidence ownership of such shares of Capital Stock of the Surviving Corporation, all of which will be held by AmeriNet.

(5) Adjustments to Exchange Ratio.

The Exchange Ratio shall be adjusted to reflect fully the effect of any stock split, reverse split, stock dividend (including any dividend or distribution of securities convertible into AmeriNet Common Stock or WRI's Common Stock), reorganization, recapitalization or other like change with respect to AmeriNet Common Stock or WRI's Common Stock occurring after the date hereof and prior to the Effective Time and the exercise of any Dissenters' Rights.

(6) Fractional Shares.

No fraction of a share of AmeriNet Common Stock will be issued, but in lieu thereof each holder of shares of WRI's Stock who would otherwise be entitled to a fraction of a share of AmeriNet Common Stock (after aggregating all fractional shares of AmeriNet Common Stock to be received by such holder) shall be entitled to receive from AmeriNet a whole share of AmeriNet Common Stock.

1.7 Dissenting Shares.

- (A) Notwithstanding any provision of this Agreement to the contrary, any shares of WRI's Common Stock held by a holder who has demanded and perfected appraisal rights for such shares in accordance with Florida Corporate Merger Laws and who, as of the Effective Time, has not effectively withdrawn such appraisal rights ("Dissenting

Please Initial: Merging Corporation Me Surviving Corporation Me

Shares”), shall not be converted into or represent a right to receive AmeriNet Common Stock pursuant to Section 1.6, but the holder thereof shall only be entitled to such rights as are granted by the Florida Corporate Merger Laws.

- (B) Notwithstanding the provisions of subsection (A), if any holder of shares of WRI’s Common Stock who demands appraisal of such shares under the Florida Corporate Merger Laws shall effectively withdraw the right to appraisal, then, as of the later of the Effective Time and the occurrence of such event, such holder’s shares shall automatically be converted into and represent only the right to receive AmeriNet Common Stock, without interest thereon, upon surrender of the certificate representing such shares.
- (C) (1) WRI shall give AmeriNet:
- (a) Prompt notice of any written demands for appraisal of any shares of WRI’s Common Stock, withdrawals of such demands, and any other instruments served pursuant to the Florida Corporate Merger Laws and received by WRI; and
 - (b) The opportunity to participate in all negotiations and proceedings which take place prior to the Effective Time with respect to demands for appraisal under the Florida Corporate Merger Laws.
- (2) WRI shall not, except with the prior written consent of AmeriNet, voluntarily make any payment before the Effective Time with respect to any demands for appraisal of WRI’s Common Stock or offer to settle or settle any such demands.
- (D) The Aggregate Share Number shall be reduced to reflect the quantity of AmeriNet Common Stock that would have been issued to person’s electing to exercise Dissenters’s Rights.
- (E) All payments to WRI Stockholders that exercise Dissenters’ Rights shall be made by WRI.

Please Initial: Merging Corporation WRI Surviving Corporation WRI

1.8 Surrender of WRI Common Stock Certificates.

(A) Exchange Agent.

Unless otherwise determined by AmeriNet prior to the Effective Time, Liberty Transfer Co., Inc., of Huntington, New York shall serve as the Exchange Agent for the Merger.

(B) AmeriNet to Provide Common Stock.

Promptly after the Effective Time, AmeriNet shall instruct the Exchange Agent to reserve the shares of AmeriNet Common Stock to be issued in accordance with Section 1.6 in exchange for outstanding shares of WRI's Capital Stock.

(C) Exchange Procedures.

(1) Promptly after the Effective Time, the Surviving Corporation, shall cause to be mailed to each holder of record of a certificate or certificates (the "WRI Common Stock Certificates") which immediately prior to the Effective Time represented outstanding shares of WRI's Capital Stock whose shares were converted pursuant to this Agreement and by operation of law into the right to receive shares of AmeriNet Common Stock pursuant to Section 1.6:

- (a) A letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the WRI Common Stock Certificates shall pass, only upon delivery of the WRI Common Stock Certificates to the Exchange Agent and shall be in such form and have such other provisions as AmeriNet may reasonably specify); and
- (b) Instructions for use in effecting the surrender of the WRI Common Stock Certificates in exchange for certificates representing shares of AmeriNet Common Stock.

Please Initial: Merging Corporation WK Surviving Corporation Wte

- (2) Upon surrender of a WRI Common Stock Certificate for cancellation to the Exchange Agent or to such other agent or agents as may be appointed by AmeriNet, together with such letter of transmittal, duly completed and validly executed in accordance with the instructions thereto, the holder of such WRI Common Stock Certificate shall be entitled to receive in exchange therefor a certificate representing the number of whole shares of AmeriNet Common Stock (less the number of shares of AmeriNet Common Stock to be deposited in the Escrow Fund on such holder's behalf pursuant to Article VII hereof) to which such holder is entitled pursuant to Section 1.6, and the WRI Common Stock Certificate so surrendered shall forthwith be canceled.
- (3) As soon as practicable after the Effective Time, and subject to and in accordance with the provisions of Article VII hereof, AmeriNet shall cause to be distributed to the Escrow Agent (as defined in Article VII) a certificate or certificates representing that number of shares of AmeriNet Common Stock equal to the Escrow Number which shall be registered in the name of the Escrow Agent.
- (4) Such shares shall be beneficially owned by the holders on whose behalf such shares were deposited in the Escrow Fund but shall be available to compensate AmeriNet for certain damages as provided in Article VII.
- (5) Until so surrendered, each outstanding WRI Common Stock Certificate that, prior to the Effective Time, represented shares of WRI's Common Stock will be deemed from and after the Effective Time, for all corporate purposes, other than the payment of dividends, to evidence the ownership of the number of full shares of AmeriNet Common Stock into which such shares of WRI's Common Stock shall have been converted in accordance with Section 1.6.
- (D) Distributions With Respect to Unexchanged Shares.
- (1) No dividends or other distributions declared or made after the

Please Initial: Merging Corporation WRI Surviving Corporation WRI

Effective Time with respect to AmeriNet Common Stock with a record date after the Effective Time will be paid to the holder of any unsurrendered WRI Common Stock Certificate with respect to the shares of AmeriNet Common Stock represented thereby until the holder of record of such WRI Common Stock Certificate shall surrender such WRI Common Stock Certificate.

- (2) Subject to applicable law, following surrender of any such WRI Common Stock Certificate, there shall be paid to the record holder of the certificates representing whole shares of AmeriNet Common Stock issued in exchange therefor, without interest, at the time of such surrender, the amount of dividends or other distributions with a record date after the Effective Time theretofore paid with respect to such whole shares of AmeriNet Common Stock.

(E) Transfers of Ownership.

If any certificate for shares of AmeriNet Common Stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it will be a condition of the issuance thereof that the certificate so surrendered will be properly endorsed and otherwise in proper form for transfer and that the person requesting such exchange will have paid to AmeriNet or any agent designated by it any transfer or other Taxes required by reason of the issuance of a certificate for shares of AmeriNet Common Stock in any name other than that of the registered holder of the certificate surrendered, or established to the satisfaction of AmeriNet or any agent designated by it that such Tax has been paid or is not payable.

(F) No Liability.

Notwithstanding anything to the contrary in this Section 1.8, none of the Exchange Agent, the Surviving Corporation, or any Party hereto shall be liable to a holder of shares of AmeriNet Common Stock or WRI's Capital Stock for any amount properly paid to a public official pursuant to any applicable abandoned property, escheat or similar law.

Please Initial: Merging Corporation WRI Surviving Corporation WRI

1.9 No Further Ownership Rights in WRI's Securities.

- (A) All shares of AmeriNet Common Stock issued upon the surrender for exchange of shares of WRI's Capital Stock in accordance with the terms hereof (including any cash paid in respect thereof) shall be deemed to have been issued in full satisfaction of all rights pertaining to all of WRI's securities, including, without limitation, all shares of WRI's Capital Stock, and there shall be no further registration of transfers on the records of the Surviving Corporation of shares of WRI's securities which were outstanding or reserved immediately prior to the Effective Time.
- (B) If, after the Effective Time, WRI Common Stock Certificates are presented to the Surviving Corporation for any reason, they shall be canceled and exchanged as provided in this Article I.

1.10 Lost, Stolen or Destroyed WRI Common Stock Certificates.

In the event any certificates evidencing shares of WRI's Capital Stock shall have been lost, stolen or destroyed, the Exchange Agent shall issue in exchange for such lost, stolen or destroyed certificates, upon the making of an affidavit of that fact by the holder thereof, such shares of AmeriNet Common Stock and cash for fractional shares, if any, as may be required pursuant to Section 1.6; *provided, however*, that AmeriNet may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificates to deliver a bond in such sum as it may reasonably direct as indemnity against any claim that may be made against AmeriNet or the Exchange Agent with respect to the certificates alleged to have been lost, stolen or destroyed."

EIGHTH: These articles of merger shall become effective at 5:00 o'clock, p.m., on Friday, November 12, 1999.

NINTH: The Plan of Merger was adopted by the board of directors of AmeriNet, as the sole stockholder of American Internet Technical Center, Inc., the surviving corporation, and by the board of directors of American Internet Technical Center, Inc., on November 11, 1999.

Please Initial: Merging Corporation WRI Surviving Corporation WRI

TENTH: The Plan of Merger was adopted unanimously adopted by the board of directors and then the stockholders of Wriwebs.com, Inc., as the merging corporation, on November 11, 1999.

In Witness Whereof, Wriwebs.com, Inc. and American Internet Technical Center, Inc., have caused this Certificate of Merger to be signed by Michael A. Caputa, their President, and attested by Jeffrey B. Levy, their Secretary, this 11th day of November, 1999.

Wriwebs.com, Inc.
a Florida corporation

By: [Signature]
Michael A. Caputa, *President*

Attest: [Signature]
Jeffrey B. Levy, *Secretary & General Counsel*

{Corporate Seal}

American Internet Technical Center, Inc.
a Florida corporation

By: [Signature]
Michael A. Caputa, *President*

Attest: [Signature]
Jeffrey B. Levy, *Secretary & General Counsel*

{Corporate Seal}

Please Initial: Merging Corporation [Initials] Surviving Corporation [Initials]