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Division of Corporations  
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## MERGER OR SHARE EXCHANGE

PrintOnTheNet.Com, Inc.

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ARTICLES OF MERGER  
Merger Sheet

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MERGING:

NET SUB, INC., a Florida Corporation, document number P97000107471

INTO

**PRINTONTHE.NET.COM, INC.**, a Delaware corporation, F99000000747

File date: March 11, 1999

Corporate Specialist: Karen Gibson

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ARTICLES OF MERGER  
of  
NET SUB, INC., a Florida Corporation,  
into  
PRINTONTHE.NET.COM, INC., a Delaware Corporation,

ARTICLES OF MERGER between NET SUB, INC, a Florida corporation ("Net Sub") and  
PRINTONTHE.NET.COM, INC., a Delaware Corporation ("POTN").

Pursuant to s. 607.1105 of the Florida Business Corporation Act (the "Act") Net Sub and POTN adopt the following Articles of Merger pursuant to which Net Sub, Inc. will be merged (the "Merger") with and into POTN, with POTN to continue in existence following the Merger as the surviving corporation (the "Surviving Corporation").

1. The plan of merger ("Plan of Merger") relating to the Merger is set forth in Exhibit "A" attached hereto, which is incorporated herein by this reference.

2. The Agreement and Plan of Merger (the "Agreement") dated as of February 18, 1999 by and among POTN and the Shareholders, as described in the Agreement; Net Lnnx, Inc., a Pennsylvania corporation ("Net Lnnx"); and Net Sub was approved and adopted by the shareholders of Net Sub on February 18, 1999 and was approved and adopted by the shareholders of POTN on February 18, 1999.

3. Pursuant to the Plan of Merger, all issued and outstanding shares of Net Sub will cease to be outstanding and to exist; all issued and outstanding shares of POTN will be exchanged for a combination of shares of Net Lnnx common stock, no par value and Net Lnnx preferred stock, no par value; and POTN shall become a wholly owned subsidiary of Net Lnnx.

4. The date and time of the effectiveness of the Merger shall be upon completion of the filing of these Articles of Merger with the Secretary of State of Florida and the appropriate Certificate of Merger with the Department of State of the State of Delaware.

IN WITNESS WHEREOF, the parties have set their hands this 11 day of March, 1999.

ATTEST:

  
(Corporate Seal)

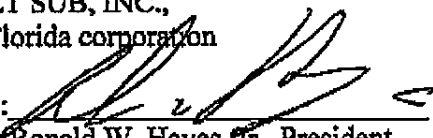
PRINTONTHE.NET.COM, INC.,  
a Delaware corporation

By:   
Benjamin Rogatinsky, CEO

ATTEST:

  
(Corporate Seal)

NET SUB, INC.,  
a Florida corporation

By:   
Ronald W. Hayes, Jr., President

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Phillip T. Ridolfo, Jr.  
777 S. Flagler Dr., 300E  
W. Palm Beach, FL 33401  
(561) 650-7900  
FL Bar # 0963275

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**POTN/PLAN OF MERGER/EXECUTION A****EXHIBIT "A"  
PLAN OF MERGER**

Plan of Merger (the "Plan"), dated as of March 11, 1999, between PrintOnTheNet.Com, Inc., a Delaware corporation ("POTN"), and Net Sub, Inc., a Florida corporation ("Net Sub") (POTN and Net Sub are sometimes referred to herein as the "Constituent Corporations").

PrintOnTheNet.Com, Inc., is a corporation duly organized and validly existing under the laws of the State of Delaware with authorized capital stock consisting of 1,000 shares of common stock, par value \$1,000.00 per share ("POTN Common Stock"), of which as of the date of this Plan of Merger there were 1,000 shares issued and outstanding and no shares were held in the treasury of POTN.

Net Sub is a corporation duly organized and validly existing under the laws of the State of Florida with authorized capital stock consisting of 100 shares of common stock, no par value per share (the "Net Sub Common Stock"), all of which shares are issued and outstanding and owned by Net Lnnx, Inc., a Pennsylvania corporation ("Net Lnnx").

The respective Boards of Directors of POTN and Net Sub, and Net Sub's sole shareholder, Net Lnnx, deem it advisable that Net Sub be merged with and into POTN (the "Merger") as provided herein and in the Agreement and Plan of Merger dated as of February 18, 1999 (the "Agreement and Plan"), which sets forth certain representations, warranties and agreements in connection with the Merger and related transactions.

POTN and Net Sub, in order to effectuate the foregoing, have adopted a plan of merger in accordance with the provisions of Section 368(a) of the Internal Revenue Code, as amended.

In consideration of the mutual benefits to be derived from this Plan, the Agreement and Plan and the mutual agreements hereinafter contained, POTN and Net Sub on the terms and conditions contained herein, and in connection herewith, agree as follows:

**ARTICLE I****SURVIVING CORPORATION**

In accordance with the applicable provisions of the business corporation laws of the State of Florida and the State of Delaware ("Corporation Laws"), Net Sub shall be merged with and into POTN. POTN shall be and is herein sometimes referred to as the "Surviving Corporation".

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**PrintOnTheNet/PLAN OF MERGER/EXECUTION A****ARTICLE II****EFFECTIVENESS OF THE MERGER**

**Section 2.1 *Effective Time of the Merger.*** Subject to the provisions of this Plan and the Agreement and Plan, as soon as practicable on or after the Closing Date (as defined in Article I of the Agreement and Plan), a certificate/articles of merger (the "Certificate/Articles of Merger"), together with this Plan, shall be executed by POTN and Net Sub and delivered to the Department of State of the State of Florida and to the Secretary of State of the State of Delaware for filing as provided in the Corporation Laws. The Merger shall become effective upon completion of the filing of Certificate/Articles of Merger with the Department of State of the State of Florida and with the Secretary of State of the State of Delaware (the "Effective Time of the Merger").

**Section 2.2 *Effects of the Merger.*** At the Effective Time of the Merger: (i) the separate existence of Net Sub shall cease and Net Sub shall be merged with and into POTN; and (ii) the Merger shall, from and after the Effective Time of the Merger, have all the effects provided by applicable Delaware law.

**Section 2.3 *Additional Actions.*** If, at any time after the Effective Time of the Merger, the Surviving Corporation shall consider or be advised that any further assignments or assurances or any other acts are necessary or desirable: (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, title to and possession of any property or right of Net Sub acquired or to be acquired by reason of, or as a result of, the Merger; or (b) otherwise to carryout the purposes of this Plan, Net Sub and its proper officers and directors shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such property or rights in the Surviving Corporation and otherwise to carryout the purposes of this Plan; and the proper officers and directors of the Surviving Corporation are fully authorized in the name of Net Sub or otherwise to take any and all such action.

**ARTICLE III****EFFECT OF MERGER ON CAPITAL STOCK  
OF THE CONSTITUENT CORPORATIONS**

**Section 3.1 *Conversion of Stock of POTN and Net Sub.*** At the Effective Time of the Merger:

(a) Each share of POTN Common Stock then issued and outstanding shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into 16,500 shares of Net Lnnx common stock, no par value ("Net Lnnx Common Stock") and 1,000 shares of Net Lnnx preferred stock, no par value ("Net Lnnx

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## PrintOnTheNet/PLAN OF MERGER/EXECUTION A

Preferred Stock"), each one of which is convertible into 7.207 shares of Common Stock of Net Lnnx, subject to certain conditions; and

(b) Each share of Net Sub Common Stock then issued and outstanding shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted in to one fully paid and nonassessable share of common stock, par value \$1,000 per share, of the Surviving Corporation.

**Section 3.2 Exchange of Certificates.** After the Effective Time of the Merger, each holder of a certificate or certificates theretofore evidencing outstanding shares of POTN Common Stock, upon surrender of the same to Greenberg Traurig, P.A. ("Greenberg") as agent for POTN or such other agent or agents as shall be appointed by Net Lnnx shall be entitled to receive in exchange therefor a certificate or certificates representing the number of full shares of Net Lnnx Common Stock and Net Lnnx Preferred Stock for which the shares of POTN Common Stock theretofore represented by the certificate or certificates so surrendered shall have been converted as provided in this Article III. As soon as practicable after the Effective Time of the Merger, Greenberg or such other agent(s), as the case may be, shall mail to each holder of record of an outstanding certificate which immediately prior to the Effective Time of the Merger evidences shares of POTN Common Stock (a "Certificate"), and which is to be exchanged for the Net Lnnx Common Stock and Net Lnnx Preferred Stock as provided in Section 3.1 hereof, a form of letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates to Greenberg), advising such shareholder of the terms of the exchange effected by the Merger and the procedure for surrendering to Greenberg or such other agent(s), as the case may be, such Certificate in exchange for certificates evidencing the Net Lnnx Common Stock and Net Lnnx Preferred Stock. Until so surrendered, each outstanding Certificate will be deemed for all corporate purposes of Net Lnnx to evidence ownership of the number of full shares of Net Lnnx Common Stock and Net Lnnx Preferred Stock and the right to receive the cash value of any fraction of a share into which the shares of PTON Common Stock represented thereby were converted; *provided, however*, until such outstanding Certificates are surrendered, no dividend payable to holders of record of Net Lnnx Common Stock and Net Lnnx Preferred Stock as of any record date subsequent to the Effective Time of the Merger or cash payable in lieu of fractional shares pursuant to Section 3.3 hereof shall be paid to the holder of such outstanding Certificates in respect thereof. After the Effective Time of the Merger, there shall be no further registration of transfers on the records or stock transfer books of POTN of shares of POTN Common Stock and, if a Certificate representing such shares is presented, it shall be canceled and exchanged for certificates representing shares of Net Lnnx Common Stock and Net Lnnx Preferred Stock as herein provided. Subject to the provisions of this Section 3.2 and to applicable law, upon surrender of Certificates there shall be paid to the record holder of the certificates of Net Lnnx Common Stock and Net Lnnx Preferred Stock issued in exchange therefor: (i) at the time of such surrender, the amount of any dividends or distributions theretofore paid with respect to such full shares of Net Lnnx Common Stock and Net Lnnx Preferred Stock as of any record date subsequent to the Effective

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Time of the Merger and the amount of any cash payable to such holder in lieu of fractional shares pursuant to Section 3.3 hereof to the extent the same has not yet been paid to a public official pursuant to abandoned property laws; and (ii) at the appropriate payment date or as soon as practicable thereafter, the amount of dividends or distributions with a record date after the Effective Time of the Merger but prior to surrender and a payment date subsequent to surrender payable with respect to such full shares of Net Lnnx Common Stock and Net Lnnx Preferred Stock. All such dividends or distributions, and all cash to be paid pursuant to Section 3.3 hereof in lieu of fractional shares, if held by Greenberg, or such other agent(s), as the case may be, for payment or delivery to the holders of unsurrendered Certificates and unclaimed at the end of one year from the Effective Time of the Merger, shall at such time be paid or redelivered by Greenberg or such other agent(s), as the case may be, to Net Lnnx acting solely in its corporate capacity, and after such time any holder of a Certificate who has not surrendered such Certificate to Greenberg or such other agent(s), as the case may be, shall, subject to applicable law, look as a general creditor only to Net Lnnx for payment or delivery of such dividends or distributions or cash, as the case may be. No interest shall be payable with respect to the payment of such dividends, distributions or cash in lieu of fractional shares on surrender of outstanding Certificates. All shares of Net Lnnx Common Stock and Net Lnnx Preferred Stock and rights to receive cash, if any, into and for which shares of POTN Common Stock shall have been converted and exchanged pursuant to this Section 3.2 shall be deemed to have been issued in full satisfaction of all rights pertaining to such converted and exchanged shares of POTN Common Stock.

**Section 3.3 *No Fractional Shares.*** No certificates or scrip for fractional shares of Net Lnnx Common Stock and Net Lnnx Preferred Stock will be issued, no Net Lnnx stock split or dividend shall relate to any fractional share interest, and no such fractional share interest shall entitle the owner thereof to vote or to any rights of or as a shareholder of Net Lnnx. All fractional shares shall be rounded up to the nearest whole number.

**Section 3.4 *Certificates in Other Names.*** If any certificate evidencing shares of Net Lnnx Common Stock and Net Lnnx Preferred Stock is to be issued in a name other than that in which the Certificate surrendered in exchange therefor is registered, it shall be a condition of the issuance thereof that the Certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer and that the person requesting such exchange pay to Greenberg or such other agent(s), as the case may be, or Net Lnnx acting solely in its corporate capacity, as the case may be, any transfer or other taxes required by reason of the issuance of a certificate for shares of Net Lnnx Common Stock and Net Lnnx Preferred Stock in any name other than that of the registered holder of the Certificate surrendered or otherwise required or establish to the satisfaction of Greenberg or such other agent(s), as the case may be, or Net Lnnx acting solely in its corporate capacity, as the case may be, that such tax has been paid or is not payable.

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## PrintOnTheNet/PLAN OF MERGER/EXECUTION A

**ARTICLE IV****CERTIFICATE OF INCORPORATION OF SURVIVING CORPORATION**

The Certificate of Incorporation of the Surviving Corporation shall continue to be its Certificate of Incorporation from and after the Effective Time of the Merger until changed in accordance with applicable law.

**ARTICLE V****MISCELLANEOUS**

**Section 5.1 Termination.** This Plan shall terminate in the event of and upon the termination of the Agreement and Plan.

**Section 5.2 Headings.** The descriptive headings of the several Articles and Sections of this Plan are inserted for convenience only and do not constitute a part of this Plan.

**Section 5.3 Notices.** Any notices or other communications required or permitted hereunder shall be sufficiently given if sent by certified or registered mail, postage prepaid, addressed as follows:

- |                    |  |
|--------------------|--|
| (a) If to POTN:    | 7700 NW 37 <sup>th</sup> Avenue<br>Miami, FL 33147<br>Attention: Benjamin Rogatinsky         |
| (b) If to Net Sub: | 324 Datura Street, Suite 200<br>West Palm Beach, FL 33401<br>Attention: Ronald W. Hayes, Jr. |

or such other addresses as shall be furnished in writing by either party, and any such notice of communication shall be deemed to have been given as of the date so mailed.

**Section. 5.4 Assignment.** This Plan and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Plan nor any of the rights, interest, or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties, except that Net Sub may assign all of its rights, interests and obligations hereunder to another wholly-owned subsidiary of Net Lnnx, provided that such subsidiary agrees in writing to be bound by all of the terms, conditions and provisions contained herein.

**Section 5.5 Complete Agreement.** This Plan, and the Agreement and Plan, including the schedules, exhibits or other writings referred to therein or delivered pursuant thereto, contain the entire understanding of the parties hereto with respect to



**PrintOnTheNet/PLAN OF MERGER/EXECUTION A**

the Merger and the related transactions and supersede all prior arrangements or understandings with respect thereto and all letters and other agreements relating to the protection of Confidential Information (as defined in the Agreement and Plan) of POTN and Net Lnnx. There are no restrictions, agreements, promises, warranties, covenants or undertakings between the parties hereto other than those expressly set forth herein or in the Agreement and Plan.

**Section 5.6 Modifications, Amendments and Waivers.** At any time prior to the Effective Time of the Merger (notwithstanding any shareholder approval), if authorized by their respective Boards of Directors and to the extent permitted by law: (i) the parties hereto may, by written agreement, modify, amend or supplement any term or provision of this Plan and (ii) any term or provision of this Plan may be waived by the party which is, or whose shareholders are, entitled to the benefits thereof. Any written instrument or agreement referred to in this section shall be validly and sufficiently authorized for the purposes of this Plan if signed on behalf of POTN and Net Sub by a person authorized to sign this Plan.

**Section 5.7 Counterparts.** This Plan may be executed by facsimile in two or more counterparts all of which shall be considered one and the same agreement and each of which shall be deemed an original.

**Section 5.8 Governing Law.** This Plan shall be governed by the laws of the State of Delaware (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters, including but not limited to matters of validity, construction, effect and performance.

IN WITNESS WHEREOF, POTN and Net Sub have caused this Plan of Merger to be executed by their duly authorized officers, respectively.

**PRINTONTHENET.COM, INC.**

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Benjamin Rogatinsky,  
Chairman/CEO

**NET SUB, INC.**

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Ronald W. Hayes, Jr., President