

J62675

FLORIDA FILING & SEARCH SERVICES, INC.

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DATE: 03-02-01

ACCOUNT NO: FCA000000015

AUTHORIZATION: ABBIE/PAUL HODGE

TYPE OF FILING: CORPORATE MERGER

NAME: INTERNET VENTURE GROUP into IVG GROUP

SPECIAL INSTRUCTIONS: CHECK FOR \$70 ATTACHED

FILED
01 MAR -2 PM 4:18
CLERK OF STATE
TALLAHASSEE, FLORIDA

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merger
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DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
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NOT INTENDED
TO ACKNOWLEDGE
SUFFICIENCY OF FILING

X00789, 02217, 00672

ARTICLES OF MERGER
Merger Sheet

MERGING:

INTERNET VENTURE GROUP, INC., a Florida corporation, J62675

INTO

IVG CORP., a Delaware corporation not qualified in Florida.

File date: March 2, 2001

Corporate Specialist: Doug Spitler

**ARTICLES OF MERGER
OF
INTERNET VENTURE GROUP, A FLORIDA CORPORATION,
WITH AND INTO
IVG CORP., A DELAWARE CORPORATION**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

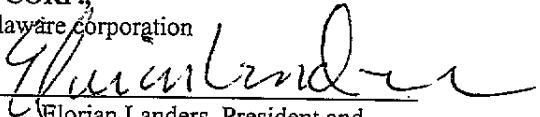
Pursuant to the provisions of § 607.1105 of the Florida Business Corporation Act, IVG Corp., a Delaware corporation (the "Company"), does adopt the following Articles of Merger for the purpose of merging Internet Venture Group, Inc., a Florida corporation ("Internet Venture Group"), with and into the Company, and hereby certifies the following:

1. The name and state of incorporation of each corporation a party to the merger is:

<u>Name</u>	<u>State</u>
IVG Corp.	Delaware
Internet Venture Group, Inc.	Florida
2. The Company shall be the surviving entity.
3. The Plan of Merger has been approved, adopted, certified, executed and acknowledged by the Company and by Internet Venture Group pursuant to Section 607.1103 of the Florida Business Corporation Act.
4. The Certificate of Incorporation of the Company shall not be amended and shall continue in effect as the Certificate of Incorporation of the surviving entity after the merger is effective.
5. The executed Plan of Merger is attached as Exhibit A.
6. The Company's approval of the Plan of Merger was duly authorized by all action required by the laws of the State of Delaware and by the Company's constituent documents on February 28, 2001.
7. The shareholders of Internet Venture Group holding more than a majority of the shares eligible to vote for the Plan of Merger approved the Plan of Merger by written consent effective on February 28, 2001.

IN WITNESS WHEREOF, the Company and Internet Venture Group have caused these Articles of Merger to be signed as of this 28 day of February, 2001.

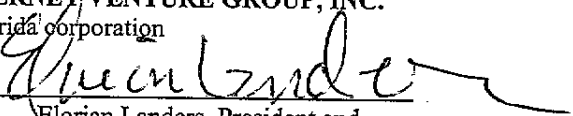
IVG CORP.,
a Delaware corporation

By: 
Elorian Landers, President and
Chief Executive Officer

ATTEST:

By: _____
Eden Kim, Secretary

INTERNET VENTURE GROUP, INC.
a Florida corporation

By: 
Elorian Landers, President and
Chief Executive Officer

ATTEST:

By: _____
Eden Kim, Secretary

IN WITNESS WHEREOF, the Company and Internet Venture Group have caused these Articles of Merger to be signed as of this 27th day of February, 2001.

IVG CORP.,
a Delaware corporation

By: Elorian Landers

Elorian Landers, President and
Chief Executive Officer

ATTEST: Eden Kim

By: Eden Kim

Eden Kim, Secretary

INTERNET VENTURE GROUP, INC.
a Florida corporation

By: Elorian Landers

Elorian Landers, President and
Chief Executive Officer

ATTEST: Eden Kim

By: Eden Kim

Eden Kim, Secretary

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (hereinafter called the "Merger Agreement") is made as of February 28, 2001 by and between Internet Venture Group, Inc., a Florida corporation (hereinafter called "the Company") and IVG Corp., a Delaware corporation (hereinafter called "IVG" or the "Surviving Company").

WITNESSETH:

WHEREAS, the Company and IVG desire to adopt a plan of reorganization resulting in a tax free "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended, and

WHEREAS, the respective Boards of Directors of the Company and IVG deem it advisable and in the best interest of said persons that the Company merge with and into IVG pursuant to the provisions of this Merger Agreement;

NOW, THEREFORE, the parties do hereby adopt and make themselves respectively parties to the plan of reorganization encompassed by this Merger Agreement and do hereby agree that the Company shall merge with and into IVG in accordance with the following terms, conditions and other provisions.

(1) Merger. The Company shall be merged (the "Merger") with and into IVG, and IVG shall survive the Merger and shall be the Surviving Company, effective at the later of the date and time when this Merger Agreement is made effective under the law of the State of Delaware or the State of Texas (the "Effective Time").

(2) Articles of Incorporation and Bylaws. The Certificate of Incorporation of IVG, as amended and in effect on the Effective Time, shall continue to be the Certificate of Incorporation of the Surviving Company, without change or amendment until further amended in accordance with the provisions thereof and applicable law. The Bylaws of IVG, as amended and in effect on the Effective Time, shall continue to be the Bylaws of the Surviving Company, without change or amendment until further amended in accordance with the provisions thereof and applicable law.

(3) Directors and Officers. From and after the Effective Time, the Board of Directors of the Surviving Company shall consist of those persons who, immediately prior to the Effective Time, were directors of IVG, and they shall hold office until the next annual meeting of stockholders of IVG, unless sooner removed, disqualified or deceased, and until such time as their successors have been elected and qualified. From and after the Effective Time, the officers of IVG immediately prior to the Effective Time shall hold the offices in the Surviving Company which they then held in IVG, until such time as their respective successors have been elected or

appointed and qualified, unless sooner removed, disqualified or deceased.

(4) Succession. At the Effective Time, IVG shall succeed to the Company in the manner of and as more fully set forth in Sections 252 and 259 of the General Corporation Law of the State of Delaware. The Surviving Company will be obligated to make payment of the fair value of any shares held by a shareholder of the Company who has complied with the requirements of Article 607.1320 of the Florida Business Corporation Act.

(5) Conversion of Common Stock.

(a) Upon the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each share of the issued and outstanding common stock, \$0.0001 par value per share, of the Company (the "Company Common Stock") shall be converted into and exchanged for 1 fully paid and nonassessable share of the common stock, \$0.0001 par value per share, of IVG ("IVG Common Stock"). Each certificate representing shares of the Company Common Stock immediately prior to the Effective Time shall thereafter not evidence any interest in the Company but, until surrendered as provided for in paragraph (c) of this Section, subject to the provisions of paragraph (d) of this Section, shall evidence ownership of the number of shares of IVG Common Stock into which the shares of the Company Common Stock theretofore represented thereby shall have been converted in the Merger.

(b) Upon the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each option or warrant to purchase the Company Common Stock (the "Company Options and Warrants") shall be converted into and exchanged for a corresponding option or warrant to purchase one share of IVG Common Stock (the "IVG Options and Warrants"). Each instrument representing a Company Option or Warrant immediately prior to the Effective Time shall thereafter not evidence any interest in the Company Common Stock, but, until amended, as provided for in paragraph (c) of this Section, shall evidence ownership of the number of shares of IVG Common Stock and the exercise price previously relating to the Company Common Stock.

(c) After the Effective Time, each former holder of shares of the Company Common Stock or Company Options or Warrants which have been converted into shares (or the right to receive shares) of IVG Common Stock in the Merger, upon surrender in proper form to the Surviving Company for cancellation of the certificate or certificates that prior to the Effective Time represented such holder's shares of the Company Common Stock or Company Options or Warrants, shall be entitled to receive one or more certificates representing the shares of IVG Common Stock or IVG Options or Warrants into which the shares of the Company Common Stock or Company Options or Warrants previously represented by the surrendered certificate or certificates shall have been so converted.

(d) After the Effective Time, no former holder of shares of the Company Common Stock shall be entitled to receive any dividend or other distribution payable to holders

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of shares of IVG Common Stock until such holder surrenders to the Surviving Company, as provided in paragraph (b) of this Section, the certificate or certificates which prior to the Effective Time represented such holder's shares of the Company Common Stock; provided, however, that upon surrender of such certificate or certificates, there shall be paid to the holder of record of each certificate representing IVG Common Stock issued upon such surrender the amount of dividends or other distributions (without interest) which theretofore have become payable and have not been paid with respect to the number of shares of IVG Common Stock represented by that certificate.

(e) Notwithstanding perfection by any former Company shareholder who dissents from the Merger of his right to receive payment for his shares of the Company Common Stock, pursuant to applicable law, the shares of the Company Common Stock held by such former Company shareholder immediately prior to the Effective Time shall be converted in the Merger into shares of IVG Common Stock as provided in paragraph (a) of this Section, which, from and after the making by the Company of the required payment therefor, shall be held and disposed of by IVG subject to the requirements of applicable law.

(6) Amendment and Termination. This Merger Agreement may be amended by the parties hereto, with the approval of their respective Boards of Directors, at any time prior to the Effective Time, whether before or after approval hereof by the shareholders of the Company, but after such approval by the shareholders of the Company, no amendments shall be made which materially adversely affect the rights of the shareholders of the Company without further approval of such shareholders. This Agreement may not be amended, except by an instrument in writing signed on behalf of each of the parties hereto. This Agreement may be terminated at any time prior to the Effective Time, whether before or after approval hereof by the shareholders of the Company, by mutual consent of the respective Boards of Directors of the Company and IVG.

(7) Further Assurances. From time to time, as and when required by the Surviving Company or by its successors and assigns, there shall be executed and delivered on behalf of the Company such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to confirm of record or otherwise in the Surviving Company the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Company, and otherwise to carry out the purposes of this Merger Agreement and the officers and directors of the Surviving Company are fully authorized in the name and on behalf of the Company or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

(8) Conditions to the Merger. The obligations of the parties under this Merger Agreement shall be subject to: (a) the approval, ratification and confirmation of this Merger Agreement by the affirmative vote of the holders of at least two-thirds in amount of the outstanding the Company Common Stock; and (b) the procurement of all other consents and approvals, and the satisfaction of all other requirements prescribed by law, which are necessary in connection with the Merger.

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(9) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except to the extent that the laws of the United States of America are applicable.

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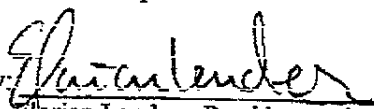
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IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by the Board of Directors of the Company and the Board of Directors of IVG, is hereby executed on behalf of each of said persons by the duly authorized persons whose signatures appear below.

IVG CORP.
a Delaware corporation


ATTESTED:

By: 
Florian Landers, President and
Chief Executive Officer

By: 
Eden Kim, Secretary

INTERNET VENTURE GROUP, INC.
a Florida corporation

ATTESTED:

By: 
Florian Landers, President and
Chief Executive Officer

By: 
Eden Kim, Secretary

**OFFICERS' CERTIFICATE OF IVG CORP.
A DELAWARE CORPORATION**

The undersigned does hereby certify that he is the Secretary of IVG Corp., a Delaware corporation; that the Agreement and Plan of Merger to which this certificate is attached was approved by that corporation's Board of Directors and that, pursuant to Delaware law, no vote of that corporation's shareholders was required as the corporation has no issued or outstanding stock at the time of the approval of the Agreement and Plan of Merger.

IN WITNESS WHEREOF, the undersigned declares the statements contained in this certificate to be true of his own knowledge under penalty of perjury and has executed this certificate on February 28, 2001.

By:


Eden Kim, Secretary

**OFFICERS' CERTIFICATE OF INTERNET VENTURE GROUP, INC.
A FLORIDA CORPORATION**

The undersigned does hereby certify that he is the Secretary of Internet Venture Group, Inc., a Florida corporation; that the total number of outstanding shares of each class of said corporation entitled to vote on the Merger described in the Agreement and Plan of Merger to which this certificate is attached was 47,174,079 shares of common stock; and that the principal terms of the Agreement and Plan of Merger were approved by written consent of the holders of a majority of the corporation's common stock as of February 5, 2001.

IN WITNESS WHEREOF, the undersigned declares the statements contained in this certificate to be true of his own knowledge under penalty of perjury and has executed this certificate on February 20, 2001.

By: 

Eden Kim, Secretary

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The ABOVE MERGER AGREEMENT, having been executed on behalf of each party thereto, and having been adopted separately by each party thereto in accordance with the provisions of the Business Corporation Law of the State of Florida and the General Corporation Law of the State of Delaware, the respective Presidents of Internet Venture Group, Inc. and IVG Corp. do now hereby execute the said Merger Agreement and the respective Secretaries of Internet Venture Group, Inc. and IVG Corp. do now hereby attest the said Merger Agreement, as the respective act, deed and agreement of each of said persons on this 28 th day of February, 2001.

IVG CORP.
a Delaware corporation

ATTESTED:

By: Elorian Landers
Elorian Landers, President and
Chief Executive Officer

By: Eden Kim
Eden Kim, Secretary

INTERNET VENTURE GROUP, INC.
a Florida corporation

ATTESTED:

By: Elorian Landers
Elorian Landers, President and
Chief Executive Officer

By: Eden Kim
Eden Kim, Secretary