

J93816

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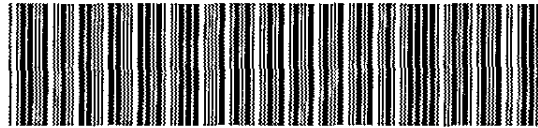
(Business Entity Name)

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SECRETARY OF STATE
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J93816 on
merger 10P 3-17-03
*Cublova

ARTICLES OF MERGER
Merger Sheet

MERGING:

DATAPEX NETWORK SYSTEMS, INC., a Florida entity, document
P96000030064

INTO

DIRECT MAIL EXPRESS, INC., a Florida entity, J93816

File date: March 17, 2003

Corporate Specialist: Carol Mustain

GORNTO & GORNTO, P.A.

ATTORNEYS AT LAW

149 South Ridgewood Avenue, Suite 550

Daytona Beach, Florida 32114

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L. A. 'Gus' Gornto, Jr.
Board Certified Tax Lawyer
Master of Laws in Taxation

Brayford B. Gornto
Master of Laws in Taxation

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March 14, 2003

VIA FEDERAL EXPRESS #791323720644

Florida Department of State
Division of Corporations
409 E. Gaines Street
Tallahassee, FL 32399

Re: Merger of Datapex Network Systems, Inc. into Direct Mail Express, Inc.

Dear Sir or Madam:

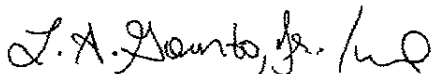
Enclosed are the original and one copy of the proposed Articles of Merger for the above named corporations and an attached Agreement and Plan of Merger.

I would appreciate your filing these documents upon receipt and forwarding one certified copy of the Articles of Merger and the certification page to me by U.S. Mail on the date of filing.

I have enclosed a check in the amount of \$78.75 for all costs, including filing fees.

Thank you for your assistance in this matter.

With kindest regards,



L. A. Gornto, Jr.
LAG/ml
Enclosures

ARTICLES OF MERGER
OF
DATAPEX NETWORK SYSTEMS, INC.
INTO
DIRECT MAIL EXPRESS, INC.

FILED
03 MAR 17 AM 10:51
CLERK OF DISTRICT COURT
JACKSONVILLE, FLORIDA

Pursuant to Florida Statutes Section 607.1105, the undersigned corporations, Direct Mail Express, Inc., a Florida corporation, and Datapex Network Systems, Inc., a Florida corporation, adopt the following Articles of Merger for the purpose of merging Datapex Network Systems, Inc. into Direct Mail Express, Inc.:

PLAN OF MERGER

1. The Agreement and Plan of Merger setting forth the terms and conditions of the merger of Datapex Network Systems, Inc. into Direct Mail Express, Inc. is attached to these Articles of Merger as an exhibit.

ADOPTION OF PLAN

2. There are 850,250 shares of voting common stock, each of \$0.01 par value, of Datapex Network Systems, Inc. issued and outstanding that were entitled to vote on the Agreement and Plan of Merger. All 850,250 shares of voting common stock outstanding were voted in favor of the Agreement and Plan of Merger at a special meeting of the shareholders of Datapex Network Systems, Inc., held on January 1, 2003.

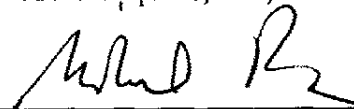
3. There are 200 shares of common stock, each of \$1.00 par value, of Direct Mail Express, Inc. issued and outstanding that were entitled to vote on the Agreement and Plan of Merger. All 200 shares of common stock outstanding were voted in favor of the Agreement and Plan of Merger at a special meeting of the shareholders of Direct Mail Express, Inc., held on January 1, 2003.

EFFECTIVE DATE


4. The Agreement and Plan of Merger shall be effective upon the filing of these Articles with the Secretary of State, or, if later, on March 31, 2003.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to be signed on February 3, 2003.

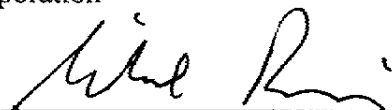
Direct Mail Express, Inc., a Florida corporation

By: 
Michael Panaggio, President

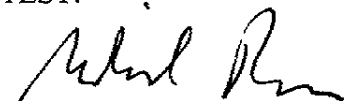
ATTEST:

By: 
Michael Panaggio, Secretary

Datapex Network Systems, Inc., a Florida corporation

By: 
Michael Panaggio, President

ATTEST:

By: 
Michael Panaggio, Secretary

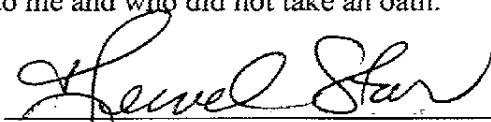
ACKNOWLEDGMENTS

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 3rd day of February, 2003, by Michael Panaggio, as President and Secretary, of Direct Mail Express, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me and who did not take an oath.

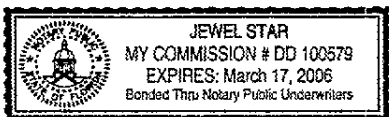


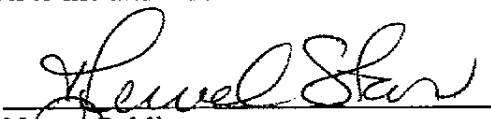

Notary Public
State of Florida at Large
My commission expires: 3/17/06

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 3rd day of February, 2003, by Michael Panaggio, as President and Secretary, of Datapex Network Systems, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me and who did not take an oath.




Notary Public
State of Florida at Large
My commission expires: 3/17/06

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of January 1, 2003, by and between DIRECT MAIL EXPRESS, INC., a Florida corporation ("Parent"), and DATAPEX NETWORK SYSTEMS, INC., a Florida corporation ("Subsidiary") (collectively, the "Constituent Corporations").

WITNESSETH:

WHEREAS, Subsidiary is engaged in the business of internet service provider and WEB based marketing services in Volusia County, Florida and desires to merge with and into Parent being the surviving corporation (the "Merger") on the terms, and subject to the conditions, set forth in this Plan of Merger (the "Plan"); and

WHEREAS, as of January 1, 2003, Parent is the record and beneficial owner of all of the issued and outstanding capital stock, par value \$0.01 per share, of Subsidiary (the "Subsidiary Common Stock") pursuant to an irrevocable stock power dated January 1, 2003, executed by Michael J. Panaggio and transferring 750,250 shares of Subsidiary Common Stock to Parent, and pursuant to an irrevocable stock power dated January 1, 2003, executed by Gregory Spencer Dean and Tammy Sue Dean and transferring 100,000 shares of Subsidiary Common Stock to Parent; and

WHEREAS, the Board of Directors of Parent has determined that it is advisable that Subsidiary be merged into Parent, on the terms and conditions set forth, in accordance with Section 607.1104 of the Florida Business Corporation Act (the "Act").

NOW, THEREFORE, the corporations, parties to this Plan, in consideration of the mutual covenants, agreements and provisions hereinafter contained do hereby agree, as of the Effective Time (defined herein), as follows:

1. THE MERGER. At the Effective Time and in accordance with the provisions of this Plan and the articles of merger as required by the Act (the "Articles of Merger"), Subsidiary shall be merged with and into Parent and the separate existence of Subsidiary shall cease. Parent shall be the surviving corporation in the Merger and shall continue its corporate existence under the Act under its current name (the "Surviving Corporation").

2. EFFECTIVE TIME OF THE MERGER. Simultaneously with or as soon as practicable after the execution of this Plan, Parent and Subsidiary will execute the appropriate Articles of Merger, and shall file or cause to be filed such Articles of Merger with the Secretary of State of Florida; and the Merger shall become effective at such time (the "Effective Time") as shall be stated in the Articles of Merger.

3. EFFECT OF MERGER. At the Effective Time: (a) the Surviving Corporation shall own and possess all assets and property of every kind and description, and every interest therein, wherever located, and all rights, privileges, immunities, power, franchises and authority of a public as well as a

private nature, of the Constituent Corporations, and all obligations owed to, belonging to or due to each of the Constituent Corporations, all of which shall be vested in the Surviving Corporation pursuant to the Act without further act or deed, and (b) the Surviving Corporations shall be liable for all claims, liabilities and obligations of the Constituent Corporations, all of which shall become and remain obligations of the Surviving Corporation pursuant to the Act without further act or deed.

4. **SURVIVING CORPORATION.** At the Effective Time, the Articles of Incorporation and By-laws of the Surviving Corporation shall be identical to those of the Surviving Corporation as in effect immediately prior to the Effective Time. The directors and officers of Parent shall be the directors and officers, respectively, of the Surviving Corporation until their successors shall have been duly elected or appointed or qualified or until their earliest death, resignation or removal in accordance with the Surviving Corporation's Articles of Incorporation and By-laws.

5. **STATUS AND CONVERSION OF COMMON STOCK.** At the Effective Time, by virtue of the Merger and without any action on the part of any holder of any shares of common stock of either of the Constituent Corporations:

- 5.1 All of the shares of common stock, par value \$0.01 per share, of Subsidiary which shall be issued and outstanding at the Effective Time shall be converted into, exchanged for and become one (1) validly issued, fully paid and non-assessable share of common stock, par value \$1.00 per share, of Parent (the "Conversion Share"); such Conversion Share shall, immediately upon conversion: (i) become treasury stock of Parent and, as such (ii) be canceled and cease to exist from and after the Effective Time.
- 5.2 Each share of common stock of Subsidiary held by Parent shall be automatically canceled and shall cease to exist from and after the Effective Time.
- 5.3 Each option to purchase one share of common stock of Subsidiary which shall be outstanding at the Effective Time, if any, shall be converted into and exchanged for an option to purchase one (1) share of common stock of Parent at the same aggregate purchase price on the same other terms and conditions as the option which is converted.
- 5.4 The Merger shall not effect any change in any option to purchase common stock of Parent which is issued and outstanding at the Effective Time, if any, and each such option shall remain outstanding after the Effective Time as an option to purchase the same number of shares of common stock of the Surviving Corporation.
- 5.5 After the Effective Time, each holder of an outstanding certificate representing shares of common stock of Subsidiary, if any, may surrender the same to Parent and each such holder shall be entitled upon such surrender to receive the number of shares of common stock of Parent on the basis provided herein. Until

surrendered, the outstanding shares of common stock of Subsidiary to be converted into the common stock of Parent as provided herein, may be treated by Parent for all corporate purposes as evidencing the ownership of shares of common stock of Parent as though said surrender and exchange had taken place.

- 5.6 At the Effective Time, all shares of common stock of Subsidiary that shall then be held by Subsidiary in its treasury shall cease to exist and all certificates representing such shares shall be canceled and no cash or securities or other property shall be issued in the Merger in respect thereof.

6. CLOSING OF SUBSIDIARY'S TRANSFER BOOKS. At the Effective Time, the stock transfer books of Subsidiary shall be closed and no transfer of shares of Subsidiary which were outstanding immediately prior to the Effective Time shall thereafter be made. If, after the Effective Time, subject to the terms and conditions of this Plan, certificates formerly representing Subsidiary common stock are presented to the Surviving Corporation, they shall be canceled and exchanged for common stock of the Surviving Corporation in accordance with this Plan.

7. DISSENTERS' RIGHTS. Any holder of Subsidiary Common Stock who, except for the applicability of Section 607.1104(1)(a) of the Act which provides that a vote of the shareholders of Parent or Subsidiary is not required to approve the Merger, would be entitled to vote on the Merger and who wishes to dissent, is entitled, if the shareholder complies with the provisions of the Act regarding the rights of dissenting shareholders, to be paid the fair value of such shareholder's shares.

8. FURTHER ASSURANCES. From time to time and after the date hereof, the parties will execute and deliver to one another any and all further agreements, instruments, certificates and other documents as may be requested by the other party in order to more fully consummate the transactions contemplated hereby, and to effect an orderly transition of the ownership and operations of the business of Subsidiary to the Surviving Corporation.

9. COSTS AND EXPENSES. Parent shall pay all costs and expenses of accomplishing the Merger.

10. TERMINATION. If for any reason consummation of the Merger is inadvisable in the opinion of the board of directors of Parent, this Plan may be terminated at any time before the Effective Time by resolution of the board of directors of Parent. Upon termination as provided in this Plan, this Plan shall be void and of no further force or effect, and there shall be no liability by reason of this Plan or the termination of this Plan on the part of Parent or Subsidiary, or their directors, officers, employees, agents or shareholders.

11. MISCELLANEOUS.

- 11.1 Entire Agreement. This Plan and the other agreements and instruments referred to herein constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersede all prior agreements or understanding as to

such subject matter.

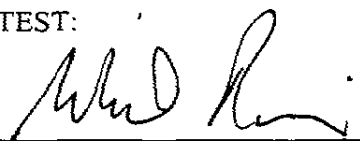
- 11.2 Amendments and Modifications. At any time before the filing with the Secretary of State of Florida of the Articles of Merger to be filed in connection with this Plan, the board of directors of Parent may amend this Plan. If the Articles of Merger already have been filed with the Secretary of State, amended Articles of Merger, if any, shall be filed with the Secretary of State, but only if such amended Articles of Merger can be filed before the Effective Time.
- 11.3 Headings. The headings contained in this Plan are for reference purposes only and shall not affect in any way the meaning or interpretation of this Plan.
- 11.4 Governing Law. This Plan shall be construed and interpreted and the rights granted herein governed in accordance with the laws of the State of Florida applicable to contracts made and to be performed wholly within such State.

IN WITNESS WHEREOF, the parties hereto, pursuant to the approval and authority duly given by resolution adopted by their respective boards of directors have caused this Agreement and Plan of Merger to be executed by its duly authorized officers as of the date first written above.

Direct Mail Express, Inc., a Florida corporation

By: 
Michael Panaggio, President

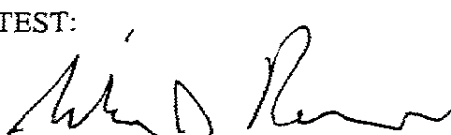
ATTEST:

By: 
Michael Panaggio, Secretary

DataPex Network Systems, Inc., a Florida corporation

By: 
Michael Panaggio, President

ATTEST:

By: 
Michael Panaggio, Secretary

ACKNOWLEDGMENTS

STATE OF FLORIDA

COUNTY OF VOLUSIA

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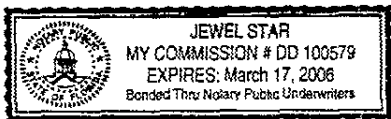


Jewel Star
Notary Public
State of Florida at Large
My commission expires: 3/17/06

STATE OF FLORIDA

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