

L03248



**THE UNITED STATES
CORPORATION
COMPANY**

ACCOUNT NO. : 072100000032

REFERENCE : 762229 1579E

AUTHORIZATION :

COST LIMIT : \$ 157.50

122.50

ORDER DATE : March 31, 1998

ORDER TIME : 2:15 PM

ORDER NO. : 762229-005

CUSTOMER NO: 1579E

CUSTOMER: Nelson Carryl, Esq
Foley & Lardner
P. O. Box 3391
100 North Tampa, Suite 2700
Tampa, FL 33602-5804

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

98 MAR 31 PM 4:10

FILED

ARTICLES OF MERGER

8000002474219--0

TRADE'EX ELECTRONIC COMMERCE
SYSTEMS, INC. ET AL

INTO

Name	TRADE'EX ELECTRONIC COMMERCE
Availability	SYSTEMS, INC.
Document Examiner	Don
Update Verifier	Don
Acknowledgement	Don
W.P. Verifier	Don

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
PLAIN STAMPED COPY

CONTACT PERSON: Jeanine Glisar

EXAMINER'S INITIALS:

DIVISION OF CORPORATION

98 MAR 31 PM 3:39

RECEIVED

ARTICLES OF MERGER
Merger Sheet

MERGING:

TRADE'EX ELECTRONIC COMMERCE SYSTEMS, INC., a Florida corporation
L03248

INTO

TRADE'EX ELECTRONIC COMMERCE SYSTEMS, INC.. a Delaware
corporation not qualified in Florida

File date: March 31, 1998

Corporate Specialist: Annette Hogan

Account number: 072100000032

Account charged: 122.50

ARTICLES OF MERGER

of
Trade'Ex Electronic Commerce Systems, Inc., a Florida corporation
with and into
Trade'Ex Electronic Commerce Systems, Inc., a Delaware corporation
with
Trade'Ex Electronic Commerce Systems, Inc., a Delaware corporation
as the
Surviving Corporation

98 MAR 31 PM 4:10
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Sections 607.1101 *et. seq.* of the Florida Business Corporation Act and Section 252 of the General Corporation Law of the State of Delaware, Trade'Ex Electronic Commerce Systems, Inc., a Florida corporation ("Trade'Ex Florida") and Trade'Ex Electronic Commerce Systems, Inc., a Delaware corporation ("Trade'Ex Delaware"), do hereby adopt the following Articles of Merger:

ARTICLE I Agreement and Plan of Merger

An Agreement and Plan of Merger dated March 27, 1998, setting forth the terms and conditions of the merger of Trade'Ex Florida with and into Trade'Ex Delaware, with Trade'Ex Delaware being the Surviving Corporation, is attached hereto as Exhibit A and incorporated herein by reference.

ARTICLE II Approval of Agreement and Plan of Merger

The aforesaid Agreement and Plan of Merger was approved by the shareholders of Trade'Ex Florida by unanimous written consent action dated as of March 27, 1998, and by the sole stockholder of Trade'Ex Delaware by written consent action dated as of March 27, 1998.

ARTICLE III Effective Date

The Agreement and Plan of Merger shall be effective in the State of Florida upon the later of (a) the filing of these Articles of Merger by the Florida Department of State, and (b) the filing of the Agreement and Plan of Merger or a Certificate of Merger with the Secretary of State of the State of Delaware.

These Articles of Merger may be executed in any number of counterparts, all of which when taken together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned corporations have caused these Articles of Merger to be signed by their duly authorized officers as of this 27th day of March, 1998.

**Trade'Ex Electronic Commerce
Systems, Inc., a Florida corporation**

Attest:

K.A. Staddon
Keith Staddon, Secretary

By:

D.S. Aegerter
Name: Daniel S. Aegerter
Title: President

**Trade'Ex Electronic Commerce.
Systems, Inc., a Delaware corporation**

Attest:

K.A. Staddon
Keith Staddon, Secretary

By:

D.S. Aegerter
Name: Daniel S. Aegerter
Title: President

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

of
Trade'Ex Electronic Commerce Systems, Inc., a Florida corporation
with and into
Trade'Ex Electronic Commerce Systems, Inc., a Delaware corporation
with
Trade'Ex Electronic Commerce Systems, Inc., a Delaware corporation
as the
Surviving Corporation

This Agreement and Plan of Merger dated March 27, 1998 (the "Agreement"), between Trade'Ex Electronic Commerce Systems, Inc., a Delaware corporation ("Trade'Ex Delaware" or the "Surviving Corporation"), and Trade'Ex Electronic Commerce Systems, Inc., a Florida corporation ("Trade'Ex Florida" or the "Terminating Corporation").

WHEREAS, Trade'Ex Delaware is a corporation organized and existing under the laws of the State of Delaware, with its principal office currently located at 501 East Kennedy Boulevard, Suite 750, Tampa, Florida 33602; and

WHEREAS, the total number of shares of stock which Trade'Ex Delaware has authority to issue is two million (2,000,000) shares of common stock and two million (2,000,000) shares of preferred stock; and

WHEREAS, Trade'Ex Florida is a corporation organized and existing under the laws of the State of Florida with its principal office currently located at 501 East Kennedy Boulevard, Suite 750, Tampa, Florida 33602; and

WHEREAS, the total number of shares of stock which Trade'Ex Florida has authority to issue is two million (2,000,000) shares of common stock and two million (2,000,000) shares of preferred stock; and

WHEREAS, the Florida Business Corporation Act permits a merger of a business corporation of the State of Florida with and into a business corporation of another jurisdiction; and

WHEREAS, the General Corporation Law of the State of Delaware permits the merger of a business corporation of another jurisdiction with and into a business corporation of the State of Delaware; and

WHEREAS, the respective Boards of Directors of Trade'Ex Delaware and Trade'Ex Florida deem it desirable and in the best business interests of the corporations and their shareholders that Trade'Ex Florida be merged into Trade'Ex Delaware pursuant to applicable

provisions of the General Corporation Law of the State of Delaware and applicable provisions of the Florida Business Corporation Act.

NOW, THEREFORE, in consideration of the premises and of the mutual agreement of the parties hereto, being thereunto duly entered into by **Trade'Ex Florida** and approved by a resolution adopted by its Board of Directors and being thereunto duly entered into by **Trade'Ex Delaware** and approved by a resolution adopted by its Board of Directors, the Plan and Agreement of Merger and the terms and conditions thereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby determined and agreed upon as hereinafter in this Plan and Agreement set forth.

1. **Merger.** On the effective date of the merger, **Trade'Ex Florida** shall be merged with and into **Trade'Ex Delaware**, pursuant to applicable provisions of the General Corporation Law of the State of Delaware and applicable provisions of the Florida Business Corporation Act and **Trade'Ex Delaware** shall thereafter continue to exist as the Surviving Corporation pursuant to the General Corporation Law of the State of Delaware.

2. **Terms and Conditions.** On and after the effective date of the merger, the separate existence of **Trade'Ex Florida** shall cease, and **Trade'Ex Delaware** shall succeed to all the rights, privileges, immunities, and franchises, and all the property, real, personal, and mixed of **Trade'Ex Florida**, without the necessity for any separate transfer. **Trade'Ex Delaware** shall then be responsible and liable for all liabilities and obligations of **Trade'Ex Florida**, and neither the rights of creditors nor any liens on the property of **Trade'Ex Florida** shall be impaired by the merger.

3. **Conversion of Shares.** The manner and basis of converting the shares of Trade-Ex Florida and Trade'Ex Delaware into shares of Trade'Ex Delaware are as follows:

a. There are 565,145 shares of Common Stock and 381,454 shares of Series A Convertible Preferred of Trade'Ex Florida issued and outstanding.

b. There are 10 shares of Common Stock of Trade'Ex Delaware issued and outstanding.

c. Upon the issuance of a Certificate of Merger:

(i) Each share of Common Stock of Trade'Ex Florida which is issued and outstanding on the effective date of the merger shall be converted, by and upon the merger and without any action on the part of the holder of such share, into 1 share of fully paid and non-assessable Common Stock of Trade'Ex Delaware.

(ii) 119,965 shares of Series A Convertible Preferred Stock of Trade'Ex Florida issued and outstanding on the effective date of the merger and

owned of record as set forth on Schedule A-1 attached to this Agreement shall be converted, by and upon the merger and without any action on the part of the holders of such shares, into 119,965 shares of fully paid and non-assessable Series A-1 Convertible Preferred Stock of Trade'Ex Delaware.

(iii) 92,500 shares of Series A Convertible Preferred Stock of Trade'Ex Florida issued and outstanding on the effective date of the merger and owned of record as set forth on Schedule A-2 attached to this Agreement shall be converted, by and upon the merger and without any action on the part of the holders of such shares, into 92,500 shares of fully paid and non-assessable Series A-2 Convertible Preferred Stock of Trade'Ex Delaware.

(iv) 45,000 shares of Series A Convertible Preferred Stock of Trade'Ex Florida issued and outstanding on the effective date of the merger and owned of record as set forth on Schedule A-3 attached to this Agreement shall be converted, by and upon the merger and without any action on the part of the holders of such shares, into 45,000 shares of fully paid and non-assessable Series A-3 Convertible Preferred Stock of Trade'Ex Delaware.

(v) 124,000 shares of Series A Convertible Preferred Stock of Trade'Ex Florida issued and outstanding on the effective date of the merger and owned of record as set forth on Schedule B attached to this Agreement shall be converted, by and upon the merger and without any action on the part of the holders of such shares, into 124,000 shares of fully paid and non-assessable Series B Convertible Preferred Stock of Trade'Ex Delaware.

(vi) All options and warrants outstanding on the effective date of the merger that are exercisable for shares of Common Stock of Trade'Ex Florida, by and upon the merger and without any action on the part of the holders of such options and warrants, shall become exercisable for the same number of shares of Common Stock of Trade'Ex Delaware.

(vii) The paid-in capital of Trade'Ex Florida shall be transferred to the paid-in capital of Trade'Ex Delaware.

(viii) Each share of Common Stock of Trade'Ex Delaware outstanding immediately before the issuance of the Certificate of Merger shall be canceled immediately after such issuance.

(ix) Certificates for the shares of Common Stock, Series A-1 Convertible Preferred Stock, Series A-2 Convertible Preferred Stock, Series A-3 Convertible Preferred Stock, and Series B Convertible Preferred Stock of Trade'Ex Delaware shall be issued to the holders of outstanding capital stock of Trade'Ex Florida as of the merger date, in place and upon the surrender of

previously issued stock certificates of Trade'Ex Florida, on the aforesaid basis. Stock certificates of Trade'Ex Florida shall be surrendered to Trade'Ex Delaware at its office located at 501 East Kennedy Boulevard, Suite 750, Tampa, Florida 33602. However, upon the merger becoming effective, the holders of the shares of Trade'Ex Florida outstanding immediately prior to the merger shall thereupon cease to be holders of said shares and shall be and become holders of shares of Trade'Ex Delaware upon the basis hereinabove specified, whether or not stock certificates representing the previously outstanding shares of Trade'Ex Florida are surrendered or stock certificates representing shares of Trade'Ex Delaware are issued and delivered.

(x) Options and warrants exercisable for shares of Common Stock of Trade'Ex Delaware shall be issued to the holders of outstanding options and warrants exercisable for shares of Common Stock of Trade'Ex Florida as of the merger date, in place and upon the surrender of previously issued options and warrants of Trade'Ex Florida, on the aforesaid basis. Options and warrants of Trade'Ex Florida shall be surrendered to Trade'Ex Delaware at its office located at 501 East Kennedy Boulevard, Suite 750, Tampa, Florida 33602. However, upon the merger becoming effective, the holders of the options and/or warrants of Trade'Ex Florida outstanding immediately prior to the merger shall thereupon cease to be holders of said options and warrants and shall be and become holders of options and warrants exercisable for shares of Common Stock of Trade'Ex Delaware upon the basis hereinabove specified, whether or not options or warrants representing the previously outstanding options or warrants of Trade'Ex Florida are surrendered or options or warrants exercisable for shares of Common Stock of Trade'Ex Delaware are issued and delivered.

4. **Certificate of Incorporation.** The Certificate of Incorporation of Trade'Ex Delaware shall continue to be the Certificate of Incorporation of the Surviving Corporation following the effective date of the merger.

5. **Bylaws.** The Bylaws of Trade'Ex Delaware shall continue to be the Bylaws of the Surviving Corporation following the effective date of the merger, and said Bylaws shall continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the General Corporation Law of the State of Delaware.

6. **Directors and Officers.** The directors and officers of Trade'Ex Delaware on the effective date of the merger shall continue as the directors and officers of the Surviving Corporation for the full unexpired terms of their offices and until their respective successors have been elected or appointed and qualified or until their tenure is otherwise terminated in accordance with the Bylaws of the Surviving Corporation.

7. **Approval by Shareholders.** This Agreement was approved by the sole stockholder of **Trade'Ex Delaware** by written consent action dated March 27, 1998 and by the stockholders of **Trade'Ex Florida** by unanimous written consent action dated March 27, 1998.

8. **Effective Date of Merger.** The effective date of the merger shall be the later of the filing with the Secretary of State of the State of Delaware of this Agreement and Plan of Merger or a Certificate of Merger in accordance with Section 252(c) of the Delaware General Corporation Law, as amended, and the filing with the Secretary of State of the State of Florida of Articles of Merger in accordance with Section 607.1105 of the Florida Business Corporation Act, as amended.

9. **Miscellaneous.**

a. In the event that this Agreement shall have been fully approved and adopted upon behalf of the Terminating Corporation in accordance with the provisions of the Florida Business Corporation Act and upon behalf of the Surviving Corporation in accordance with the provisions of the General Corporation Law of the State of Delaware, the said corporations agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws of the State of Florida and by the laws of the State of Delaware, and that they will cause to be performed all necessary acts within the State of Florida and the State of Delaware and elsewhere to effectuate the merger herein provided for.

b. The Board of Directors and the proper officers of the Terminating Corporation and of the Surviving Corporation are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement or of the merger herein provided for.

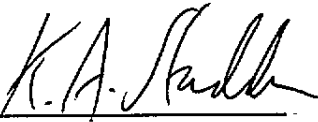
c. Notwithstanding the full approval and adoption of this Agreement, the Agreement may be terminated at any time prior to the filing thereof with the Secretary of State of the State of Delaware or at any time prior to the filing of any requisite merger documents with the Secretary of State of the State of Florida in the event that the Board of Directors and shareholders of either the Terminating Corporation or the Surviving Corporation elect to effect such a termination.

10. **Execution of Agreement.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original and together shall constitute one and the same instrument.

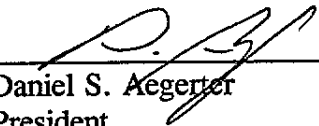
This Agreement is executed on behalf of the parties by their officers, and attested by their respective secretaries pursuant to the authorization of their respective boards of directors on the date first above written.

Attest:

**TRADE'EX ELECTRONIC COMMERCE
SYSTEMS, INC., a Delaware corporation**



Keith Staddon, Secretary

By: 

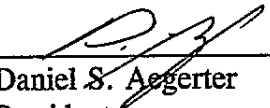
Name: Daniel S. Aegerter
Title: President

Attest:

**TRADE'EX ELECTRONIC COMMERCE
SYSTEMS, INC., a Florida corporation**



Keith Staddon, Secretary

By: 

Name: Daniel S. Aegerter
Title: President

SCHEDULE A-1 TO AGREEMENT AND PLAN OF MERGER

Shares of Series A Convertible Preferred Stock of Trade'Ex Florida being converted into shares of Series A-1 Convertible Preferred Stock of Trade'Ex Delaware:

<u>Shareholder</u>	<u>Number of Shares</u>
John P. Imlay	42,845
Brae Group, Inc.	21,422
Stewart T. Bertron	12,853
Murray Corp	8,569
Dynabit, A.G.	34,276

SCHEDULE A-2 TO AGREEMENT AND PLAN OF MERGER

Shares of Series A Convertible Preferred Stock of Trade'Ex Florida being converted into shares of Series A-2 Convertible Preferred Stock of Trade'Ex Delaware:

<u>Shareholder</u>	<u>Number of Shares</u>
John P. Imlay	25,000
Brae Group, Inc.	12,500
Stewart T. Bertron	5,000
Murray Corp	5,000
Dynabit, A.G.	45,000

SCHEDULE A-3 TO AGREEMENT AND PLAN OF MERGER

Shares of Series A Convertible Preferred Stock of Trade'Ex Florida being converted into shares of Series A-3 Convertible Preferred Stock of Trade'Ex Delaware:

<u>Shareholder</u>	<u>Number of Shares</u>
Trade'Ex Defta, L.P.	45,000

SCHEDULE B TO AGREEMENT AND PLAN OF MERGER

Shares of Series A Convertible Preferred Stock of Trade'Ex Florida being converted into shares of Series B Convertible Preferred Stock of Trade'Ex Delaware:

<u>Shareholder</u>	<u>Number of Shares</u>
United Parcel Service General Services Co.	100,000
John P. Imlay	18,000
Stewart T. Bertron	2,000
Murray Corp	2,000
Dynabit, A.G.	2,000