

P00000040965

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\*\*\*\*\*78.75 \*\*\*\*\*78.75

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

*Merger*

1. MED-ON-WEB, INC. P00000040965  
(Corporation Name) (Document #)
2. \_\_\_\_\_  
(Corporation Name) (Document #)
3. \_\_\_\_\_  
(Corporation Name) (Document #)
4. \_\_\_\_\_  
(Corporation Name) (Document #)

- ☒ Walk in ☐ Pick up time ☒ Certified Copy  
☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

**NEW FILINGS**

- ☐ Profit  
☐ Not for Profit  
☐ Limited Liability  
☐ Domestication  
☐ Other

**OTHER FILINGS**

- ☐ Annual Report  
☐ Fictitious Name

**AMENDMENTS**

- ☐ Amendment  
☐ Resignation of R.A., Officer/Director  
☐ Change of Registered Agent  
☐ Dissolution/Withdrawal  
☒ Merger

**REGISTRATION/QUALIFICATION**

- ☐ Foreign  
☐ Limited Partnership  
☐ Reinstatement  
☐ Trademark  
☐ Other

RECEIVED  
00 JUN 16 AM 11:02  
TALLAHASSEE, FLORIDA  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS

*CALL When Ready*

Examiner's Initials *DR*

ARTICLES OF MERGER  
Merger Sheet

-----  
MERGING:

MED ON WEB, INC., a Delaware corporation not authorized to transact business  
in Fla

,

INTO

**MED ON WEB, INC.**, a Florida entity, P00000040965

File date: June 16, 2000

Corporate Specialist: Annette Ramsey

**ARTICLES OF MERGER**

**OF**

**MED ON WEB, INC.,  
a Delaware corporation**

**AND**

**MED ON WEB, INC.,  
a Florida corporation**

FILED  
00 JUN 16 PM 4:52  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**PURSUANT TO** the provisions of Section 607.1105 of the Florida Statutes, the undersigned hereby certify that:

**FIRST:** That an Agreement of Merger has been entered into as of the 14<sup>th</sup> day of June 2000, by and among **MED ON WEB, INC.**, a Delaware corporation and **MED ON WEB, INC.**, a Florida corporation ("Agreement of Merger").

**SECOND:** That the name and state of each of the constituent corporations is **MED ON WEB, INC.**, a Delaware corporation, ("**MED ON WEB-DEL**") and **MED ON WEB, INC.**, a Florida corporation, ("**MED ON WEB-FL**") . The Agreement of Merger provides for the merger of **MED ON WEB-DEL** into **MED ON WEB-FL** .

**THIRD:** That the name of the surviving corporation is **MED ON WEB, INC.**, a Florida corporation

**FOURTH:** That the Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the laws of the State of Florida. The Agreement of Merger was approved by the Board of Directors and Shareholders of **MED ON WEB-DEL** on this 14<sup>th</sup> day of June, 2000 and by the Board of Directors and Shareholders of **MED ON WEB-FL** on this 14<sup>th</sup> day of June, 2000.

**FIFTH:** After the effective date of the merger, the Articles of Organization of the surviving entity shall be identical to the surviving entity's Articles of Organization prior to the merger.

**SIXTH:** That the Agreement of Merger is on file at the principal place of business of **MED ON WEB-FL**, the surviving entity, the address of which is 1920 E. Hallandale Beach Blvd., Suite 705, Hallandale, Florida 33009 .

**SEVENTH:** That a copy of the Agreement of Merger will be furnished by the surviving entity, on request and without cost, to any stockholder of any corporation made a party thereto.

**EIGHTH:** The authorized capital stock of **MED ON WEB-DEL** is 10,000,000 common shares, at \$.01 par value. Each share in **MED ON WEB-FL** ("Share") represents a capital contribution of \$.01. Each share of common stock of **MED ON WEB-DEL** issued and outstanding immediately prior to the effective date of the merger, by reason of the Merger, shall be converted into and become one share of **MED ON WEB-FL**, the surviving entity, upon the effective date of the merger, and each certificate representing outstanding shares of the common stock of **MED ON WEB-DEL** immediately prior to the effective date shall thereupon become and be deemed for all corporate purposes to evidence the ownership of the same number of fully paid and nonassessable Shares of the surviving corporation.

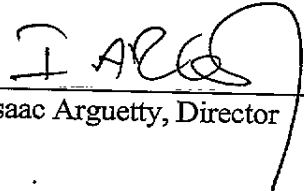
**NINTH:** That the merger of **MED ON WEB-DEL** into **MED ON WEB-FL** shall become effective on the Effective Date as that term is defined Article I, Section 1 of the Agreement of Merger.

[THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the constituent entities have caused these Articles of Merger  
to be executed and attested to by its duly authorized officers on this 14<sup>th</sup> day of June, 2000.

**MED ON WEB, INC., a Florida corporation**

By:   
Tomer Loiter, Director    President, Secretary

By:   
Isaac Arguetty, Director

**MED ON WEB, INC., a Delaware corporation**

By:   
Tomer Loiter, Director    President, Secretary

**AGREEMENT OF MERGER**

**BETWEEN**

**MED ON WEB, INC.,  
a Delaware corporation**

**AND**

**MED ON WEB, INC.,  
a Florida corporation**

**THIS AGREEMENT OF MERGER** ("Agreement") is entered into this 14<sup>th</sup> day of June, 2000 between **MED ON WEB, INC.,** , a Florida corporation ("**MED ON WEB-FL**") and **MED ON WEB, INC.,** a Delaware corporation ("**MED ON WEB-DEL**").

**WITNESSETH**

**WHEREAS**, the Board of Directors of **MED ON WEB-DEL** and the Board of Directors of **MED ON WEB-FL** deem it desirable and in the best business interests of **MED ON WEB-DEL** and its stockholders and **MED ON WEB-FL** and its stockholders that **MED ON WEB-DEL** be merged into **MED ON WEB-FL** upon the terms and subject to the conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, representations and warranties herein contained the parties hereto agree as follows:

**ARTICLE I**

**Merger**

**Section 1.    Surviving Entity.** At the Effective Date, as defined in Section 2, **MED ON WEB-DEL** shall be merged into **MED ON WEB-FL**, forming one corporate entity, which shall be referred to herein as the "Surviving Entity".

**Section 2.** Effective Date. Subject to the terms of this Agreement, the Merger shall become effective on June 16, 2000 ("Effective Date"). Articles of Merger shall be filed with the State of Florida and in substantially the form of Exhibit "A" attached hereto or such other form reasonably satisfactory to the parties hereto (the "Articles of Merger") and consistent with this Agreement.

**Section 3.** Further Assurance. If, at any time after the Effective Date, either party shall decide that any further assignments, assumptions or other instruments are necessary or desirable to vest, perfect or confirm of record or otherwise, in either party the title to any property or right acquired or to be acquired by reason or as a result of the Merger, the Director of the Surviving Entity or, as the case may be directors of **MED ON WEB-DEL** shall execute and deliver all deeds, assignments and other instruments and do all things reasonably necessary to properly vest, perfect and confirm title to such property or rights and otherwise to carry out the terms and conditions of this Agreement.

**Section 4.** Bylaw. The Bylaws of **MED ON WEB-FL** in effect immediately prior to the Effective Date shall be and, until amended as provided therein, continue to be the Bylaws of the Surviving Entity after the Effective Date.

**Section 5.** Articles of Incorporation of MED ON WEB-FL. The Articles of Incorporation of **MED ON WEB-FL**, as amended and in effect immediately prior to the Effective Date shall be and, until further amended as provided by law, continue to be the Articles of Incorporation of the Surviving Entity.

**Section 6.** Director. The Director of **MED ON WEB-FL** immediately prior to the Effective Date shall constitute the Director of the Surviving Entity after the Effective Date until his

or her successor shall have been elected and qualified as provided in the Regulations of the Surviving Entity and in this Agreement.

## **ARTICLE 2**

### **Cancellation of Shares at the Effective Date**

Each share of common stock of **MED ON WEB-DEL** issued and outstanding immediately prior to the Effective Date, by reason of the Merger, shall be cancelled on the Effective Date.

## **ARTICLE 3**

### **Effect of Merger**

#### **Section 1. Upon the Effective Date:**

- a) **MED ON WEB-DEL** and **MED ON WEB-FL** shall become a single entity of which **MED ON WEB-FL** shall be the Surviving Entity and continue its existence under the laws of the State of Florida. The name of the Surviving Entity shall be **MED ON WEB, INC.**, a Florida corporation.
- b) The separate existence of **MED ON WEB-DEL** shall cease, and the Surviving Entity shall possess all the rights, privileges, immunities and franchises of **MED ON WEB-DEL**. On the Closing Date, all property, real, personal and mixed, debts and all other chooses in action and all and every other interest of or belonging to our due to **MED ON WEB-DEL** shall be transferred to the Surviving Entity. The title to any real estate, or any interest therein, vested in **MED ON WEB-DEL** shall not revert or be in any way impaired by reason of the Merger.

The Surviving Entity shall henceforth be responsible and liable for all the liabilities and obligations of **MED ON WEB-DEL**. The Merger shall impair neither the rights of creditors nor any liens upon the property of **MED ON WEB-DEL**.



**Section 2.     Manner and Basis of Converting Interests.** The authorized capital stock of **MED ON WEB-DEL** is Ten Million, (10,000,000) shares, at \$.01 par value. Each ownership interest in **MED ON WEB-FL** ("shares") represents a capital contribution of \$.01. Each share of common stock of **MED ON WEB-DEL** issued and outstanding immediately prior to the Effective Date of the Merger, by reason of the Merger, shall be converted into and become one share of **MED ON WEB-FL**, the Surviving Entity, upon the effective date of the Merger, and each certificate representing outstanding shares of the common stock of **MED ON WEB-DEL** immediately prior to the effective date shall thereupon become and be deemed for all corporate purposes to evidence the ownership of the same number of fully paid and nonassessable Units of the Surviving Entity.

#### **ARTICLE 4**

##### **Representations and Warranties of**

##### **MED ON WEB, INC., a Delaware corporation**

**MED ON WEB-DEL** represents and warrants to **MED ON WEB-FL** as follows:

Due Incorporation, Etc. **MED ON WEB-DEL** is a duly organized and validly existing corporation in good standing under the laws of the State of Delaware and satisfactory evidence of such good standing has been or will promptly be delivered to **MED ON WEB-FL**.

#### **ARTICLE 5**

##### **Representations and Warranties of**

##### **MED ON WEB, INC., a Florida corporation**

**MED ON WEB-FL** represents and warrants to **MED ON WEB-DEL** as follows:

Due Incorporation, Etc. **MED ON WEB-FL** is a duly organized and validly existing corporation in good standing under the laws of the State of Florida and satisfactory evidence of

such good standing has been or will promptly be delivered to **MED ON WEB-DEL.**

## **ARTICLE 6**

### **Successors and Assigns**

All terms, covenants, representations, warranties and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

## **ARTICLE 7**

### **General Provisions**

**Section 1.** Place of Closing, Closing Date. The closing shall take place at the offices of Richards, P.A., 2665 South Bayshore Drive, Suite 703, Miami, Florida, 33133 on or before the tenth (10th) day following the Effective Date or at such other place, and at such time, as the parties may mutually agree ("Closing Date").

**Section 2.** Entire Understanding. This Agreement constitutes the entire agreement and supersedes all prior agreements, both written and oral, between the parties hereto with respect to the subject matter hereof.

**Section 3.** Waivers. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by any party of any condition of any breach of any term, covenant, representation or warranty contained in this Agreement shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

**Section 4. Termination.** At any time prior to the filing of the Articles of Merger with **MED ON WEB-DEL** and **MED ON WEB-FL**, either party may terminate this Agreement hereto.

**Section 5. Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Section 6. Heading.** The headings preceding the text of sections of this Agreement are for convenience only and shall not be deemed part of this Agreement.

**Section 7. Applicable Law.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.

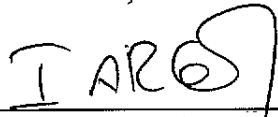
**IN WITNESS WHEREOF**, the parties have hereto set their hands and seals as of the date first above written.

**MED ON WEB, INC., a Florida corporation**

By:

  
\_\_\_\_\_  
Tomer Loiter, Director

By:

  
\_\_\_\_\_  
Isaac Arguetty, Director

**MED ON WEB, INC., a Delaware corporation**

By:

  
\_\_\_\_\_  
Tomer Loiter, Director