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Florida Department of State
Division of Corporations
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From:
Account Name : CLOVERLEAF CAPITAL ADVISORS, LLC
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MERGER OR SHARE EXCHANGE

TRADEDIRECT USA, INC.

| | |
|-----------------------|---------|
| Certificate of Status | 0 |
| Certified Copy | 1 |
| Page Count | 07 |
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ARTICLES OF MERGER
Merger Sheet

MERGING:

TRADER STOCK.COM, INC., a Florida corporation document number
P99000072750

INTO

TRADEDIRECT USA, INC., a Florida entity, P01000001919

File date: April 10, 2001

Corporate Specialist: Karen Gibson



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

April 10, 2001

TRADEDIRECT USA, INC.
2704 REW CIRCLE, SUITE 105
OCOE, FL 34761

SUBJECT: TRADEDIRECT USA, INC.
REF: P01000001919

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

THE HEADING ON PAGE ONE OF THE MERGER IS BACKWARDS. PLEASE CORRECT.

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If you have any questions concerning the filing of your document, please call (850) 487-6880.

Karen Gibson
Corporate Specialist

FAX Aud. #: H01000036321
Letter Number: 601A00021281

Fax Audit No: 101 0000 3632 17

STATE OF FLORIDA
ARTICLES OF MERGER
OF
TRADERSTOCK.COM, INC.
a Florida corporation
INTO
TRADEDIRECT USA, INC.
a Florida corporation,

FILED
01 APR 10 PM 1:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

To the Secretary of State
State of Florida

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act (the "Act"), the corporations herein named do hereby adopt the following articles of merger.

1. The Agreement and Plan of Merger effective January 8, 2001 (the "Plan of Merger") by and among TradeDirect USA, Inc. a Florida corporation ("TradeDirect") and TraderStock.com, Inc., a Florida corporation (the "Company"), with Company merging with and into TradeDirect, has been adopted by the Board of Directors and Shareholders of TradeDirect effective January 8, 2001, by the Board of Directors and Shareholders of the Company effective January 8, 2001. A copy of the relevant portions of the Plan of Merger, as required by the provisions of section 607.1101 of the Act, is attached hereto as Exhibit A and made a part hereof.
2. TradeDirect shall continue in existence as the surviving corporation in accordance with its Articles of Incorporation.
3. The merger herein provided for shall be effective on January 8, 2001.

Fax Audit Number: 101 0000 3632 17

Prepared by: E. Nicholas Davis III

CloverLeaf Capital Advisors, LLC

2704 Rew Circle, Suite 105

Ocoee, FL 34761

(407) 905-9699

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Fax Audit No: 4010000363217

STATE OF FLORIDA
ARTICLES OF MERGER
OF
TRADEDIRECT USA, INC.
a Florida corporation,
INTO

TRADERSTOCK.COM, INC.
a Florida corporation

To the Secretary of State
State of Florida

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act (the "Act"), the corporations herein named do hereby adopt the following articles of merger.

1. The Agreement and Plan of Merger effective January 8, 2001 (the "Plan of Merger") by and among TradeDirect USA, Inc. a Florida corporation ("TradeDirect") and TraderStock.com, Inc., a Florida corporation (the "Company"), with Company merging with and into TradeDirect, has been adopted by the Board of Directors and Shareholders of TradeDirect effective January 8, 2001, by the Board of Directors and Shareholders of the Company effective January 8, 2001. A copy of the relevant portions of the Plan of Merger, as required by the provisions of section 607.1101 of the Act, is attached hereto as Exhibit A and made a part hereof.
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Prepared by: E. Nicholas Davis III
CloverLeaf Capital Advisors, LLC
2704 Rew Circle, Suite 105
Ocoee, FL 34761
(407) 905-9699

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Executed as of the 10th day of April, 2001

TRADEDIRECT USA, INC..

By: 
E. Nicholas Davis, III, President

TRADERSTOCK.COM, INC.

By: 
Donald Edwards, President
WAYNE SEWALL

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Prepared by: E. Nicholas Davis III

CloverLeaf Capital Advisors, LLC

2704 Rew Circle, Suite 105

Ocoee, FL 34761

(407) 905-9699

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EXHIBIT A

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, effective as of the 8th day of January, 2001, is by and between TradeDirect USA, Inc., a Florida corporation ("TradeDirect"), and TraderStock.com, Inc., a Florida corporation ("TraderStock").

ARTICLE I

THE MERGER

1. **The Merger.** At the Effective Time and subject to and upon the terms and conditions of this Agreement, the Florida Act, TraderStock shall be merged with and into TradeDirect, the separate corporate existence of TraderStock shall cease, and TradeDirect shall continue as the surviving corporation. TradeDirect as the surviving corporation after the Merger shall be governed by the Florida Act, and is hereinafter sometimes referred to as the "Surviving Corporation".

2. **Effective Time.** As promptly as practicable after the satisfaction or waiver of the conditions set forth in Articles 7 and 8, the parties hereto shall cause the Merger to be consummated by filing Articles of Merger or a Certificate of Merger, as applicable, with the Secretary of State of Florida in such form as required by, and executed in accordance with, the relevant provisions of the Florida Act. Notwithstanding the actual filing dates, this Merger shall be deemed effective as of January 8, 2001. At the Closing or as soon thereafter as reasonably possible, TradeDirect will issue and deliver in the manner provided in Articles 2 and 3 hereof the certificates evidencing the Merger Shares to be issued in the Merger.

3. **Effect of the Merger.** At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the Florida Act. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all property, rights, privileges, powers and franchises of TradeDirect and TraderStock shall vest in the Surviving Corporation, and all debts, liabilities and duties of TradeDirect and TraderStock shall become the debts, liabilities and duties of the Surviving Corporation.

4. **Subsequent Actions.** If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to (i) vest, perfect or confirm of record or otherwise in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of either of TradeDirect or TraderStock acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger or (ii) otherwise to carry out this Agreement, then the officers and directors of the Surviving Corporation shall be authorized to (x) execute and deliver, in the name and on behalf of either TraderStock or TradeDirect, as the case may

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2704 Rew Circle, Suite 105
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be, all such deeds, bills of sale, assignments and assurances and (y) to take and do, in the name of and on behalf of each such corporation or otherwise, all such other actions and things as may be necessary or desirable, to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out this Agreement.

5. Articles of Incorporation; By-Laws; Directors and Officers.

(a) At the Effective Time and as part of the Merger, the Articles of Incorporation, as amended, of TradeDirect shall be the Articles of Incorporation for the Surviving Corporation, until thereafter amended as provided by law, the By-Laws of the Surviving Corporation and such Articles of Incorporation.

(b) At the Effective Time and as part of the Merger, the By-Laws of TradeDirect shall be the Bylaws for the Surviving Corporation, until thereafter amended as provided by law, the Certificate of Incorporation and such By-Laws.

(c) After the Effective Time, the Board of Directors of the Surviving Corporation will consist of Donald Edwards, Wayne Sewall and E. Nicholas Davis, III.

(d) After the Effective Time, the Officers of the Surviving Corporation will consist of: (i) Donald Edwards, President, Secretary and Treasurer, and, (ii) Wayne Sewall, Vice President.

6. Board and Stockholder Approval. This Agreement is subject to, and it is a condition to the consummation of the Merger, that TradeDirect Board Approval, TradeDirect Stockholder Approval, TraderStock Board Approval and TraderStock Stockholder Approval all of which shall have been obtained.

7. Tax Consequences. It is intended that the Merger shall constitute a reorganization within the meaning of Section 368 of the Code, and that this Agreement shall constitute a "plan of reorganization" for purposes of Section 368 of the Code.

ARTICLE 2

MERGER CONSIDERATION

1. Exchange of Capital Stock. The manner and basis of exchanging TraderStock Capital Stock and other TraderStock Equity Interests for common stock of the Surviving Corporation shall be as follows:

(a) Except as provided in Section 2.2, each share of TraderStock Capital Stock and other TraderStock Equity Interests which are outstanding immediately prior to the Effective Time shall at the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, be exchanged into only the right to receive the number and type of shares of TradeDirect Capital Stock in the Agreement and Plan of Merger. The shares to be issued by TradeDirect with respect to such TraderStock

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Prepared by: E. Nicholas Davis III

CloverLeaf Capital Advisors, LLC

2704 Rew Circle, Suite 105

Ocoee, FL 34761

(407) 905-9699

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Capital Stock and other TraderStock Equity Interests are collectively hereinafter referred to as "Merger Shares". After the Effective Time, no TraderStock Capital Stock or other TraderStock Equity Interests shall be recognized or deemed to be outstanding, and the holders thereof shall not have any rights other than those set forth in this Article 2.

(b) Each share of the TraderStock Capital Stock and other TraderStock Equity Interests, if any, held in the treasury of TraderStock shall automatically be canceled, shall not be converted into the right to receive Merger Shares, and shall be extinguished without any exchange thereof and no payment will be made with respect thereto.

(c) Each share of TradeDirect Common Stock which shall be outstanding immediately prior to the Effective Time shall at the Effective Time remain outstanding.

(d) Each share of TradeDirect Preferred Stock which shall be outstanding immediately prior to the Effective Time (if any) shall at the Effective Time remaining outstanding

2. **Stock Options and Warrants.** All TradeDirect stock options, warrants or other instruments convertible into TradeDirect Capital Stock outstanding prior to the Effective Time and shall at the Effective Time remain outstanding.

3. **Delivery of Merger Shares.**

(a) Except as set forth in this Agreement, from and after the Effective Time, each holder of a certificate or certificates that immediately prior to the Effective Time represented outstanding TraderStock Capital Stock and other TraderStock Equity Interests ("Certificate(s)") shall be entitled to receive in exchange therefore, upon surrender thereof to the Exchange Agent, the appropriate number and type of Merger Shares for the TraderStock Capital Stock so represented by the Certificate(s) surrendered by such holder.

(b) At or simultaneous with the Closing, (1) TradeDirect will furnish to E. Nicholas Davis, III, TradeDirect's transfer agent (the "Exchange Agent") irrevocable instructions to issue certificates to holders of TraderStock Capital Stock which represent that number and type of Merger Shares to which each such holder of TraderStock Capital Stock and other TraderStock Equity Interests is entitled hereunder, and (2) TradeDirect will cause the Exchange Agent to mail or deliver a letter of transmittal (with instructions for its use) to each record holder of outstanding TraderStock Capital Stock and other TraderStock Equity Interests for the holder to use in surrendering the Certificate(s) that represented such holder's TraderStock Capital Stock and other TraderStock Equity Interests in exchange for a stock certificate representing the number and type of Merger Shares to which the holder is entitled. Such letter of transmittal shall specify that delivery shall be effected, and risk of loss and title to the Certificate(s) shall pass, only upon proper delivery of the Certificate(s) to the Exchange Agent, and the Exchange Agent shall advise such holder of the effectiveness of the Merger and the procedures to be used in effecting the surrender of the Certificate(s) for exchange

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CloverLeaf Capital Advisors, LLC

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Ocoee, FL 34761

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therefore. Upon surrender to the Exchange Agent of Certificate(s), together with such letter of transmittal duly executed and completed in accordance with the instructions thereon, and such other documents as may be reasonably requested by the Exchange Agent, the Exchange Agent shall, pursuant to the Merger, but subject to Section 3.4 hereof, promptly deliver the appropriate number and type of Merger Shares to the person entitled to such Merger Shares for each share of TraderStock Capital Stock and other TraderStock Equity Interests so represented by the Certificate(s) surrendered by such holder thereof, and such Certificate(s) shall forthwith be cancelled.

(c) If delivery of all or part of the Merger Shares is to be made to a person other than the person in whose name a surrendered Certificate is registered, it shall be a condition of such delivery or exchange that the Certificate so surrendered shall be properly endorsed or shall be otherwise in proper form for transfer and that the person requesting such delivery or exchange shall have paid any transfer and other taxes required by reason of such delivery or exchange in a name other than that of the registered holder of the Certificate surrendered or shall have established to the reasonable satisfaction of TraderStock that such tax either has been paid or is not payable.

(d) Until surrendered and exchanged in accordance with this Section 3.3, each such Certificate shall, after the Effective Time, represent solely the right to receive the Merger Shares, in an amount and of the type determined in accordance with Section 3.1 hereof, and shall have no ownership or other rights. No interest shall accrue or be payable on any Merger Shares. None of TraderStock, TradeDirect or the Surviving Corporation shall be liable to any holder of TraderStock Capital Stock or other TraderStock Equity Interests for any Merger Shares (or dividends or distributions with respect thereto) delivered to a public official pursuant to any applicable abandoned property, escheat or similar law.

(e) From and after the Effective Time, no holder of Certificate(s) shall be entitled to receive any dividend or other distribution from the Surviving Corporation until proper surrender by such holder of such Certificate(s) for stock certificate(s) representing Merger Shares. Upon such surrender, the holder shall be paid the amount of any dividends or other distributions (without interest) that theretofore became payable by the Surviving Corporation after the Effective Time but prior to such surrender, but were not paid by reason of the foregoing with respect to the number and type of Merger Shares represented by the certificate(s) issued upon such surrender. From and after the Effective Time, the Surviving Corporation shall, however, be entitled to treat such Certificate(s) that have not yet been surrendered or exchanged as evidencing the ownership of the type and aggregate number of Merger Shares into which the shares of TraderStock Capital Stock represented by such Certificate(s) would have been exchanged, notwithstanding any failure to surrender such Certificate(s).

(f) The Surviving Corporation shall be responsible for the payment of all charges and expenses of the Exchange Agent.

(g) If any Certificate shall have been lost, stolen or destroyed, upon the receipt by the Surviving Corporation of an indemnity agreement and the making of an affidavit by the person claiming such Certificate to be lost, stolen or destroyed and, if

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Prepared by: E. Nicholas Davis III

CloverLeaf Capital Advisors, LLC

2704 Rew Circle, Suite 105

Ocoee, FL 34761

(407) 905-9699

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required by the Surviving Corporation, the posting by such person of a bond in such reasonable amount as the Surviving Corporation may direct as indemnity against any claim that may be made against it with respect to such Certificate, the Exchange Agent will issue in exchange for such lost, stolen or destroyed Certificate the number and type of Merger Shares and any cash in lieu of fractional shares, and unpaid dividends and distributions on the number and type of Merger Shares deliverable in respect thereof pursuant to this Agreement.

4. **Closing.** The closing of the Transactions (the "Closing") shall take place on or before January 15, 2001 at the offices of E. Nicholas Davis III, or another mutually agreed upon location on the Business Day following compliance or waiver of the terms, conditions and contingencies contained in this Agreement or such other date as is mutually agreed upon by the parties hereto (such date to be herein referred to as the "Closing Date"). Each of the parties will take all such reasonable and lawful action as may be necessary or appropriate in order to effectuate the Merger as promptly.

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CloverLeaf Capital Advisors, LLC

2704 Rcw Circle, Suite 105

Ocoee, FL 34761

(407) 905-9699

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