

Division of Corporations

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Division of Corporations
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From:
Account Name : CORPORATION SERVICE COMPANY
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

03 MAY 20 PM 2:58

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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

CALLISTO PHARMACEUTICALS, INC.

Certificate of Status	0
Certified Copy	0
Page Count	08
Estimated Charge	\$70.00

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T BROWN MAY 20 2003

ARTICLES OF MERGER
OF
WEBTRONICS, INC. (Florida)
AND
CALLISTO PHARMACEUTICALS, INC. (Delaware)

FILED
03 MAY 20 PM 2:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

To the Secretary of State
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the foreign business corporation and the domestic business corporation herein named do hereby submit the following Articles of Merger.

1. Annexed hereto and made a part hereof is the Plan of Merger for merging Webtronics, Inc. (Florida) with and into Callisto Pharmaceuticals, Inc. (Delaware).

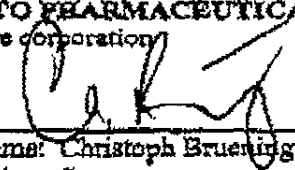
2. The merger of Webtronics, Inc. (Florida) with and into Callisto Pharmaceuticals, Inc. (Delaware) is permitted by the laws of the jurisdiction of organization of Callisto Pharmaceuticals, Inc. (Delaware) and is in compliance with said laws. The date of adoption of the Plan of Merger by the shareholder of Callisto Pharmaceuticals, Inc. (Delaware) was May 5, 2003.

3. The shareholders of Webtronics, Inc. (Florida) entitled to vote thereon approved and adopted the aforesaid Plan of Merger in accordance with the provisions of the Florida Business Corporation Act on March 6, 2003.

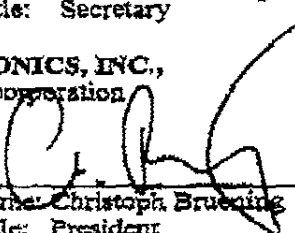
4. The effective time and date of the merger herein provided for in the State of Florida shall be 4:30 p.m. on May 20, 2003.

Executed on May 20, 2003

CALLISTO PHARMACEUTICALS, INC.,
a Delaware corporation

By: 
Name: Christoph Bruening
Title: Secretary

WEBTRONICS, INC.,
a Florida corporation

By: 
Name: Christoph Bruening
Title: President

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (the "Agreement"), is made and entered into as of this 20th day of May, 2003, by and between Webtronics, Inc., a Florida corporation ("Webtronics") and Callisto Pharmaceuticals, Inc., a Delaware corporation and wholly-owned subsidiary of Webtronics ("Callisto").

BACKGROUND

WHEREAS, the respective Boards of Directors of Webtronics and Callisto deem it advisable and in the best interests of Webtronics and Callisto (each of which are sometimes referred to herein as the "Constituent Corporations") and their respective shareholders that Webtronics merge with and into Callisto (the "Merger"), pursuant to this Agreement and Plan of Merger (the "Plan of Merger") and the applicable provisions of the Florida Business Corporation Act (the "FBCA") and the Delaware General Corporation Law (the "DGCL"); and

WHEREAS, the respective shareholders of Webtronics and Callisto have approved the Merger.

NOW THEREFORE, in consideration of the foregoing premises, and in reliance on the respective representations, warranties and covenants contained herein, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Merger. The Constituent Corporations shall effect the Merger upon the terms and subject to the conditions set forth in this Plan of Merger.

(a) The Merger. At the Effective Time (as hereinafter defined), Webtronics shall be merged with and into Callisto pursuant to this Plan of Merger, the separate corporate existence of Webtronics shall cease and Callisto shall continue as the surviving corporation under its corporate name, all upon the terms and subject to the conditions provided for in this Agreement and pursuant to the FBCA and the DGCL. Callisto, as it exists from and after the Effective Time, is sometimes hereinafter referred to as the "Surviving Corporation."

(b) Effect of the Merger. The Merger shall have the effect provided therefor by the FBCA and the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time (i) all the rights, privileges, powers and franchises, of a public as well as of a private nature, and all property, real, personal and mixed, and all debts due on whatever account, including without limitation subscriptions to shares, and all other choses in action, and all and every other interest of or belonging to or due to Webtronics or Callisto shall be taken and deemed to be transferred to, and vested in, the Surviving Corporation without further act or deed; and all property, rights and privileges, powers and franchises and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation, as they were of Webtronics and Callisto, and (ii) all debts, liabilities, duties and obligations of

Webtronics and Callisto shall become the debts, liabilities, duties and obligations of the Surviving Corporation and the Surviving Corporation shall thenceforth be responsible and liable for all the debts, liabilities, duties and obligations of Webtronics and Callisto and neither the rights of creditors nor any liens upon the property of Webtronics or Callisto shall be impaired by the Merger, and may be enforced against the Surviving Corporation.

(c) Consummation of the Merger. On the date hereof, Articles of Merger shall be filed with the Secretary of State of the State of Florida in accordance with the provisions of the FBCA and a Certificate of Merger shall be filed with the Secretary of the State of the State of Delaware in accordance with the provisions of the DGCL, and the Merger shall become effective upon such filing or at such later time on the date hereof as may be specified in the filing with the Secretary of State of the State of Florida and the Secretary of the State of the State of Delaware (the "Effective Time"). The Surviving Corporation, which shall continue to be governed by the laws of the State of Delaware, hereby agrees that it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of Webtronics, as well as for enforcement of any obligation of the Surviving Corporation arising from the Merger.

2. Certificate of Incorporation; By-laws; Directors and Officers. The Certificate of Incorporation of the Surviving Corporation from and after the Effective Time shall be the Certificate of Incorporation of Callisto until thereafter amended in accordance with the provisions therein and as provided by the DGCL. The By-laws of the Surviving Corporation from and after the Effective Time shall be the By-laws of Callisto as in effect immediately prior to the Effective Time, continuing until thereafter amended in accordance with their terms and the Certificate of Incorporation of the Surviving Corporation and as provided by the DGCL. The initial directors of the Surviving Corporation shall be the directors of Callisto immediately prior to the Effective Time, in each case until their successors are elected and qualified, and the initial officers of the Surviving Corporation shall be the officers of Callisto immediately prior to the Effective Time, in each case until their successors are duly elected and qualified.

3. Conversion and Cancellation of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of Webtronics, Callisto or any holder of any shares of capital stock of Webtronics, all of the outstanding shares of Webtronics Common Stock shall be converted on a 1:1 basis into shares of Callisto Common Stock, \$0.001 par value per share (the "Shares"), all as more specifically set forth on Schedule "A" attached hereto. Furthermore, the one hundred (100) shares of Callisto Common Stock issued and outstanding in the name of Webtronics shall be cancelled and retired, and no payment shall be made with respect thereto, and such shares shall resume the status of authorized and unissued shares of Callisto Common Stock. In addition, all outstanding options and warrants exercisable or convertible into shares of Webtronics capital stock shall, at the Effective Time, by virtue of the Merger and without any action on the part of Webtronics, Callisto or any holder of any shares of capital stock of Webtronics, be converted on a 1:1 basis into options and warrants of Callisto, convertible or exercisable into Callisto capital stock, as applicable. The Shares shall be fully paid and non-assessable. At the Effective Time, other than those enumerated above, there shall not be any securities, rights, warrants, options or other instruments of Webtronics which, after consummation of the Merger, would be convertible into or exercisable for securities of the Surviving Corporation.

4. Merger Payment Procedure.

(a) Exchange of Certificates. At the Effective Time, the shareholders of Webtronics shall surrender all certificates representing all of the capital stock of Webtronics, duly endorsed in blank by the shareholders of Webtronics or accompanied by blank stock powers, to Callisto and, upon receipt of such certificates and stock powers, Callisto shall deliver to the shareholders of Webtronics certificates representing the number of Shares to be delivered at such time, calculated pursuant to Section 3 hereof and as further set forth on Schedule "A." The shareholders of Webtronics shall promptly cure any deficiencies with respect to the endorsement of the certificates or other documents of conveyance with respect to all the capital stock of Webtronics or with respect to the stock powers accompanying all the capital stock of Webtronics.

(b) No Further Ownership Rights. The Shares issued and distributed upon the surrender of certificates representing all the capital stock of Webtronics in accordance with the terms of this Agreement shall be deemed to have been paid in full satisfaction of all rights pertaining to such shares of the capital stock of Webtronics.

5. Termination. This Agreement may be terminated at any time on or before the Effective Time by agreement of the Boards of Directors of the Constituent Corporations.

6. Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto; except that no amendment may be made which decreases the consideration to which the shareholders of Webtronics will be entitled pursuant to this Agreement or otherwise materially adversely affects the shareholders of Webtronics without the further approval of a majority of the votes cast by the shareholders of Webtronics.

7. Waiver. Any agreement on the part of a party hereto to any extension or waiver shall be valid if set forth in an instrument in writing signed on behalf of such party by a duly authorized officer.

8. Further Assurances. If at any time the Surviving Corporation, or its successors or assigns, shall reasonably consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (a) vest, perfect or confirm, of record or otherwise, in the Surviving Corporation its rights, title or interest in, to or under any of the rights, properties or assets of the Constituent Corporations acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger, or (b) otherwise carry out the purposes of this Agreement, each Constituent Corporation and its proper officers and directors shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Corporation and otherwise to carry out the purposes of this Agreement; and the proper officers and directors of the Surviving Corporation are fully authorized in the name of each Constituent Corporation or otherwise to take any and all such action.

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IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger
as of the date first above written.

WEBTRONICS, INC.,
a Florida corporation

By _____
Name: Christoph Bruening
Title: President

CALLISTO PHARMACEUTICALS, INC.,
a Delaware corporation

By _____
Name: Christoph Bruening
Title: Secretary

FILE No.193 05/20 '03 14:37 ID:CSC TALLAHASSEE
MAY-20-03 12:23 FROM:CSC

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SCHEDULE "A"

SHAREHOLDER	SHARES OF WEBTRONICS COMMON STOCK	SHARES OF CALLISTO COMMON STOCK