

P01000028179

FEINGOLD & KAM

ATTORNEYS AT LAW

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Suite 410  
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561-630-6727

Via Airborne

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May 18, 2001

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

Re: IDT Group, Inc./IDT Venture Group, Inc.

Dear Sir or Madam:

Enclosed please find the Articles of Merger, Plan of Merger and a check for the filing fees for the filing of said articles.

Also enclosed is a complete photocopy of the Articles of Merger. Kindly date stamp the Articles and return to us in the enclosed self addressed stamped envelope.

If you have any questions, do not hesitate to contact me.

Sincerely,

Merger  
5-29-01  
DJS

*David J. Feingold*  
David J. Feingold, Esquire

DJF/tl

Enc.

FILED  
01 MAY 21 AM 11:32  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER  
Merger Sheet**

**MERGING:**

**IDT VENTURE GROUP, INC., a Florida corporation, P00000014533**

**INTO**

**IDT GROUP, INC., a Florida entity, P01000028179.**

**File date: May 21, 2001**

**Corporate Specialist: Doug Spittler**

**ARTICLES OF MERGER  
(Profit Corporations)**

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

**First:** The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>
IDT GROUP, INC.	FLORIDA

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
IDT GROUP, INC.	FLORIDA
IDT VENTURE GROUP, INC.	FLORIDA

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01 MAY 21 AM 11:32  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**Third:** The Plan of Merger is attached.


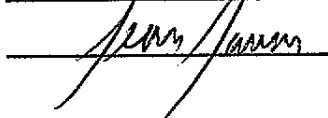
**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**Fifth:** Adoption of Merger by surviving corporation.

The Plan of Merger was adopted by the board of directors of the surviving corporation on May 15, 2001 and shareholder approval was not required.

**Sixth:** Adoption of Merger by merging corporation(s)  
The Plan of Merger was adopted by the shareholders of the merging corporations on May 15, 2001.

**Seventh: SIGNATURES FOR EACH CORPORATION**

<u>Name of Corporation</u>	<u>Signature</u>	<u>Typed or Printed Name of Individual &amp; Title</u>
IDT GROUP, INC.		Darren Silverman, President
IDT VENTURE GROUP, INC.		Sean Zausner, Vice President

IDT GROUP, INC.  
CONFIDENTIAL DOCUMENTATION REGARDING MERGER PLAN  
WITH IDT VENTURE GROUP, INC.

DATED: May of 2001

Contents

- I. Introduction
- II. Management's Discussion and Analysis
- III. Form of Notification and Waiver (signature required)
- IV. Plan of Merger (signature required)
- V. Copies of Applicable Florida Statutes

THE INFORMATION CONTAINED HEREIN IS PRIVATE AND NOT MEANT FOR PUBLIC DISSEMINATION. AUTHORIZATION FOR RECEIPT AND REVIEW OF THE ENCLOSED SHALL BE LIMITED TO PARTNERS OF IDT FUNDS AND THEIR AUTHORIZED REPRESENTATIVES.

## **I. Introduction**

In August of 1999 the IDT Funding Corporation was formed as a foreign corporation to act as the General Partner to a number of limited partnerships which were either in the process of being formed or would soon be formed (the "Partnerships"). The Partnerships ultimately became known as the IDT Fund, Ltd. ("Fund A"), IDT Fund B, Ltd. ("Fund B"), IDT Fund C, Ltd. ("Fund C") and The Millennium IDT Fund, Ltd. ("Millennium").

The Partnerships were all managed by two fund managers, Darren Silverman and Matthew Brenner. Each of the Partnerships was managed in a similar manner in that the various investments made by the Partnerships generally include day trading, private investments in both private and public companies, and investments in discounted blocks of restricted and free trading stocks of publicly traded companies.

The Partnerships together were incurring brokerage ticket charges and commissions as high as \$150,000 per month and it is anticipated that those charges could have increased to nearly \$300,000 per month. In reviewing these brokerage charges, the fund managers recognized that such a monthly expense was not only large but could be utilized to the Partnerships advantage if an entity were created wherein the Partnerships owned their own broker/dealer and hence not only reduced the costs to the Partnerships but also permitted the limited partners of the Partnerships to profit from the lucrative aspect of owning a broker/dealer.

As a result the managers investigated the cost, expense and time involved in obtaining a broker/dealers license as well as the potential benefits to the limited partners.

It was concluded by the fund managers that all of the Partnerships could be merged into a new entity called the IDT Group, Inc. ("IDT Group") and that each limited partner would thereafter convert his limited partnership interest into shares of the IDT Group. The IDT Group would own a company known as WorldWide Trading, LLC. ("Worldwide") which would apply for a broker/dealers license and not only save on the costs of trades to

the IDT Group but also provide broker/dealer services to others in the securities industry and hence provide a new source of revenues to the former limited partners of the Partnership, who if they approved such a plan of merger, would now become shareholders in IDT Group. In April of 2001, the Plan of Merger of all of the Partnerships into the IDT Group was approved.

The IDT Venture Group, Inc. was formed in February of 2000, as a Florida Corporation for the purposes of venture capital investing (the "Venture Group"). The Venture Group presently operates separate from the IDT Group, however, management of both entities has indicated a desire to merge the Venture Group into the IDT Group. Management believes that such a merger will permit the Venture Group's shareholders to not only participate in a venture capital style investment but also participate in the business plan of the IDT Group. In addition, by consolidating all of the operations of the various IDT entities, management believes that it will recognize economies of scale and simplification of its operations, which can help in developing shareholder value.

The documentation enclosed herein provides the information required under Florida Law, to merge the Venture Group into IDT Group.

## **II. Management's Discussion and Analysis**

Management of the Venture Group supports the conversion of the Shareholders of the Venture Group into Shareholders of IDT Group via a merger and having IDT Group as the surviving entity. Management believes that it will be able to generate profits from the operation of the broker/dealer which profits are anticipated to be shared with the shareholder via a dividend. In the operation of the Venture Group as it now exists, there is no dividend and no manner for a shareholder to receive monies except for the sale of its investment and since there is no public market at this time, there is little chance to receive a return at this time. The management further believes that a single corporate structure could not only provide dividends to the shareholder, but it could also provide a vehicle for a shareholder to daily value his investment and have a manner to more quickly recoup his investment dollars via the sale of stock, assuming that IDT Group becomes a public entity.

The private placement memorandum provided to shareholders listed a number of risk factors, likewise, this transaction includes a number of risks, all of which have not been listed, but include matters such as risk of loss, lack of market for the shares of stock, extreme market conditions, etc... In addition, there is no guarantee that the profits, returns, business plan and goals set forth in this document can be achieved. Nonetheless, it is the management's belief that such can be achieved and that as a result the proposed plan of formation into a single corporate structure has the support of management.

A number of shareholders have already expressed support for this proposed plan of merger and management believes that this plan of merger will obtain the necessary approvals to be adopted.

### **III. Form of Notification and Waiver**

Pursuant to Florida Statute 607, all shareholders of each domestic corporation that is a party to the merger shall be given written notice of any meeting or other action with respect to the approval of a plan of merger. That written notice shall be provided within the time periods provided in Florida Statute 607.0705, a copy of which has been provided to you. Florida law also permits that notification provided under said statute may be waived.

It is hereby requested that you consent in writing to accept this document as your notice of the proposed plan of merger of the Venture Group into the IDT Group and that by signing below you consent to the plan of merger of the Venture Group into the IDT Group via written approval and without a meeting.

By signing below, you also acknowledge that a copy or summary of the plan of merger has been provided to you as referenced in these documents and that you have been advised that if the plan of merger is effected, shareholders dissenting therefrom may be entitled, if they comply with the provisions of Florida Statutes 607.1301, 607.1302 and 607.1320 (a copy of which has been provided) regarding the rights of dissenting shareholders, to be paid the fair value of their shareholder interests. Fair value shall be calculated as the book value of your investment in the Venture Group as of May 1, 2001 and this shall constitute an offer of fair value as provided in Florida Statute 607.

You further acknowledge that you have been given an opportunity to contact either the Venture Group and/or the IDT Group and discuss the plan of merger and that any questions you have had have been adequately answered.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name



### **Certificate of Service**

For purposes of Florida Statute 607, the Corporation must prove the date of forwarding the documents contained herein. Therefore, this certificate of service has been included.

I hereby certify that the attached documents regarding the plan of merger with IDT Group, the notice and all attendant documents have been sent to \_\_\_\_\_ at the address of \_\_\_\_\_

via (circle one) U.S. Mail, Fax, Overnight Delivery

this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
IDT Venture Group, Inc.  
1515 S. Federal Hwy  
Suite 210  
Boca Raton, Fl 33432  
Ph. 800-424-5271

### **ATTENTION SHAREHOLDERS:**

**YOU MAY FAX BACK THE SIGNATURE PAGES TO THIS DOCUMENT DIRECTLY TO IDT INSTEAD OF MAILING. A FAXED COPY OF YOUR SIGNATURE WILL BE DEEMED AS EFFECTIVE AS AN ORIGINAL. PLEASE FAX YOUR EXECUTED DOCUMENTS TO (561) 347-1387. IF YOU ACCEPT THE PLAN OF MERGER, YOUR SIGNATURE SHOULD BE RETURNED FOR THE SIGNATURE BLOCKS ON PAGES 6 AND 9.**

#### **IV. Plan of Merger**

The IDT Fund, Ltd., IDT Fund B, Ltd., IDT Fund C, Ltd. and The Millennium IDT Fund, Ltd were merged into a subchapter C corporation known as IDT Group, Inc. in approximately April of 2001. IDT Venture Group, Inc. was formed in February of 2000, as a Florida corporation. The merger of IDT Group, Inc. and IDT Venture Group, Inc. shall take place if the approval required under Florida Statute 607 is obtained via the agreement of a majority of the shareholders and the board of directors of each company.

The merger is expected to become effective on the date all of the necessary approvals are obtained and that is expected to be in May of 2001.

Each former shareholder of IDT Venture Group will be entitled to convert his shares into shares of stock in IDT Group, Inc. The share conversion will be calculated by taking the value of the shareholder's interest as of May 1, 2001 and then converting that interest into shares of common stock in IDT Group with the same valuation. IDT Group's shares are presently priced at \$10 per share via a private placement dated as of May 1, 2001.

IDT Group intends on obtaining its broker/dealer license for Worldwide Trading, LLC., which entity has already been formed, and then paying the profits from said entity as dividends to the holders of common stock in IDT Group, Inc. The dividend is anticipated to be declared and paid by IDT Group once Worldwide is profitable and is presently expected to be paid to shareholders of record on a quarterly basis. As of this date, there is no dividend nor guarantee of dividend.

IDT Group also intends on filing with the Securities and Exchange Commission to become a public company and use said stock as an incentive to obtain customers for its broker/dealer business via an incentive stock option plan once said stock is publicly traded. IDT Group also intends on using its stock to undertake mergers and acquisitions. As of this date, no public filing has been made.

In the event IDT Group becomes a publicly traded company or when a completed valuation of the combined entity is completed, then each former shareholder of the below shall receive the following:

IDT Venture Group      10%

The percentages reflected are the bonuses that IDT Group intends on paying to former shareholders of the Venture Group. The percentages are bonuses to be paid in stock which shall be calculated by determining the number of shares of stock that a shareholder owns the business day prior to the date that IDT Group becomes a publicly traded company and then increasing those number of shares by the percentages listed above.

IDT Group, Inc. will be operated with a board of directors and executive officers. The executive officers of the company shall be Darren Silverman and Matthew Brenner. Both Mr. Silverman and Mr. Brenner were the managers of the Partnerships.

The IDT Group, Inc. will continue to invest in a similar manner as previously done with the Partnerships and the Venture Group, however, the major difference will be the operation of a broker/dealer once regulatory approval can be achieved.

After obtaining the broker/dealer license there may be additional business opportunities that may arise. As said opportunities arise, the officers and directors of the corporation will review the same to determine if there appears to be any opportunities for profit.

All material decisions regarding the operation of IDT Group, Inc. will be made by the Board of Directors and/or shareholders of said corporation, as provided for under the articles of incorporation, bylaws and the applicable Florida Statutes. You may desire to have legal counsel assist you in determining all of the effects of this plan of merger on your investment.

## **CONSENT**

I HAVE REVIEWED THE PLAN OF MERGER, FLORIDA STATUTES, INTRODUCTION, NOTICE AND WAIVER, MANAGEMENT'S DISCUSSION AND ANALYSIS AND ALL

RELATED DOCUMENTS AND AM IN SUPPORT OF THE  
CONVERSION OF MY SHARES IN IDT VENTURE GROUP, INC. INTO  
SHARES IN IDT GROUP, INC. AND I SUPPORT THE PLAN OF  
MERGER.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

**III. Florida Statutes (607.0705, 607.1301, 607.1302 and 607.1320)**

Attached hereto and incorporated herein by reference.

**607.0705 Notice of meeting.--**

(1) A corporation shall notify shareholders of the date, time, and place of each annual and special shareholders' meeting no fewer than 10 or more than 60 days before the meeting date. Unless this act or the articles of incorporation require otherwise, the corporation is required to give notice only to shareholders entitled to vote at the meeting. Notice shall be given in the manner provided in s. 607.0141, by or at the direction of the president, the secretary, or the officer or persons calling the meeting. If the notice is mailed at least 30 days before the date of the meeting, it may be done by a class of United States mail other than first class. Notwithstanding s. 607.0141, if mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the shareholder at her or his address as it appears on the stock transfer books of the corporation, with postage thereon prepaid.

(2) Unless this act or the articles of incorporation require otherwise, notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called.

(3) Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called.

(4) Unless the bylaws require otherwise, if an annual or special shareholders' meeting is adjourned to a different date, time, or place, notice need not be given of the new date, time, or place if the new date, time, or place is announced at the meeting before an adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted on the original date of the meeting. If a new record date for the adjourned meeting is or must be fixed under s. 607.0707, however, notice of the adjourned meeting must be given under this section to persons who are shareholders as of the new record date who are entitled to notice of the meeting.

(5) Notwithstanding the foregoing, no notice of a shareholders' meeting need be given to a shareholder if:

(a) An annual report and proxy statements for two consecutive annual meetings of shareholders or

(b) All, and at least two checks in payment of dividends or interest on securities during a 12-month period,

have been sent by first-class United States mail, addressed to the shareholder at her or his address as it appears on the share transfer books of the corporation, and returned undeliverable. The obligation of the corporation to give notice of a shareholders' meeting to any such shareholder shall be reinstated once the corporation has received a new address for such shareholder for entry on its share transfer books.

**History.**---s. 53, ch. 89-154; s. 11, ch. 97-102.

**607.1301 Dissenters' rights; definitions.**--The following definitions apply to ss. 607.1302 and 607.1320:

(1) "Corporation" means the issuer of the shares held by a dissenting shareholder before the corporate action or the surviving or acquiring corporation by merger or share exchange of that issuer.

(2) "Fair value," with respect to a dissenter's shares, means the value of the shares as of the close of business on the day prior to the shareholders' authorization date, excluding any appreciation or depreciation in anticipation of the corporate action unless exclusion would be inequitable.

(3) "Shareholders' authorization date" means the date on which the shareholders' vote authorizing the proposed action was taken, the date on which the corporation received written consents without a meeting from the requisite number of shareholders in order to authorize the action, or, in the case of a merger pursuant to s. 607.1104, the day prior to the date on which a copy of the plan of merger was mailed to each shareholder of record of the subsidiary corporation.

**607.1302 Right of shareholders to dissent.--**

(1) Any shareholder of a corporation has the right to dissent from, and obtain payment of the fair value of his or her shares in the event of, any of the following corporate actions:

(a) Consummation of a plan of merger to which the corporation is a party:

1. If the shareholder is entitled to vote on the merger, or

2. If the corporation is a subsidiary that is merged with its parent under s. 607.1104, and the shareholders would have been entitled to vote on action taken, except for the applicability of s. 607.1104;

(b) Consummation of a sale or exchange of all, or substantially all, of the property of the corporation, other than in the usual and regular course of business, if the shareholder is entitled to vote on the sale or exchange pursuant to s. 607.1202, including a sale in dissolution but not including a sale pursuant to court order or a sale for cash pursuant to a plan by which all or substantially all of the net proceeds of the sale will be distributed to the shareholders within 1 year after the date of sale;

(c) As provided in s. 607.0902(11), the approval of a control-share acquisition;

(d) Consummation of a plan of share exchange to which the corporation is a party as the corporation the shares of which will be acquired, if the shareholder is entitled to vote on the plan;

(e) Any amendment of the articles of incorporation if the shareholder is entitled to vote on the amendment and if such amendment would adversely affect such shareholder by:

1. Altering or abolishing any preemptive rights attached to any of his or her shares;

2. Altering or abolishing the voting rights pertaining to any of his or her shares, except as such rights may be affected by the voting rights of new shares then being authorized of any existing or new class or series of shares;

3. Effecting an exchange, cancellation, or reclassification of any of his or her shares, when such exchange, cancellation, or reclassification would alter or abolish the shareholder's voting rights or alter his or her percentage of equity in the corporation, or effecting a reduction or cancellation of accrued dividends or other arrearages in respect to such shares;

4. Reducing the stated redemption price of any of the shareholder's redeemable shares, altering or abolishing any provision relating to any sinking fund for the redemption or purchase of any of his or her shares, or making any of his or her shares subject to redemption when they are not otherwise redeemable;

5. Making noncumulative, in whole or in part, dividends of any of the shareholder's preferred shares which had theretofore been cumulative;

6. Reducing the stated dividend preference of any of the shareholder's preferred shares; or

7. Reducing any stated preferential amount payable on any of the shareholder's preferred shares upon voluntary or involuntary liquidation; or

(f) Any corporate action taken, to the extent the articles of incorporation provide that a voting or nonvoting shareholder is entitled to dissent and obtain payment for his or her shares.

(2) A shareholder dissenting from any amendment specified in paragraph (1)(e) has the right to dissent only as to those of his or her shares which are adversely affected by the amendment.

(3) A shareholder may dissent as to less than all the shares registered in his or her name. In that event, the shareholder's rights shall be determined as if the shares as to which he or she has dissented and his or her other shares were registered in the names of different shareholders.

(4) Unless the articles of incorporation otherwise provide, this section does not apply with respect to a plan of merger or share exchange or a proposed sale or exchange of property, to the holders of shares of any class or series which, on the record date fixed to determine the shareholders entitled to vote at the meeting of shareholders at which such action is to be acted upon or to consent to any such action without a meeting, were either registered on a national securities exchange or designated as a national market system security on an interdealer quotation system by the National Association of Securities Dealers, Inc., or held of record by not fewer than 2,000 shareholders.

(5) A shareholder entitled to dissent and obtain payment for his or her shares under this section may not challenge the corporate action creating his or her entitlement unless the action is unlawful or fraudulent with respect to the shareholder or the corporation



**607.1320 Procedure for exercise of dissenters' rights.--**

(1)(a) If a proposed corporate action creating dissenters' rights under s. 607.1302 is submitted to a vote at a shareholders' meeting, the meeting notice shall state that shareholders are or may be entitled to assert dissenters' rights and be accompanied by a copy of ss. 607.1301, 607.1302, and 607.1320. A shareholder who wishes to assert dissenters' rights shall:

1. Deliver to the corporation before the vote is taken written notice of the shareholder's intent to demand payment for his or her shares if the proposed action is effectuated, and
2. Not vote his or her shares in favor of the proposed action. A proxy or vote against the proposed action does not constitute such a notice of intent to demand payment.

(b) If proposed corporate action creating dissenters' rights under s. 607.1302 is effectuated by written consent without a meeting, the corporation shall deliver a copy of ss. 607.1301, 607.1302, and 607.1320 to each shareholder simultaneously with any request for the shareholder's written consent or, if such a request is not made, within 10 days after the date the corporation received written consents without a meeting from the requisite number of shareholders necessary to authorize the action.

(2) Within 10 days after the shareholders' authorization date, the corporation shall give written notice of such authorization or consent or adoption of the plan of merger, as the case may be, to each shareholder who filed a notice of intent to demand payment for his or her shares pursuant to paragraph (1)(a) or, in the case of action authorized by written consent, to each shareholder, excepting any who voted for, or consented in writing to, the proposed action.

(3) Within 20 days after the giving of notice to him or her, any shareholder who elects to dissent shall file with the corporation a notice of such election, stating the shareholder's name and address, the number, classes, and series of shares as to which he or she dissents, and a demand for payment of the fair value of his or her shares. Any shareholder failing to file such election to dissent within the period set forth shall be bound by the terms of the proposed corporate action. Any shareholder filing an election to dissent shall deposit his or her certificates for certificated shares with the corporation simultaneously with the filing of the election to dissent. The corporation may restrict the transfer of uncertificated shares from the date the shareholder's election to dissent is filed with the corporation.

(4) Upon filing a notice of election to dissent, the shareholder shall thereafter be entitled only to payment as provided in this section and shall not be entitled to vote or to exercise any other rights of a shareholder. A notice of election may be withdrawn in writing by the shareholder at any time before an offer is made by the corporation, as provided in subsection (5), to pay for his or her shares. After such offer, no such notice of election may be withdrawn unless the corporation consents thereto. However, the right of such shareholder to be paid the fair value of his or her shares shall cease, and the shareholder shall be reinstated to have all his or her rights as a shareholder as of the filing of his or her notice of election, including any intervening preemptive rights and the right to payment of any intervening dividend or other distribution or, if any such rights have expired or any such dividend or distribution other than in cash has been completed, in lieu thereof, at the election of the corporation, the fair value thereof in cash as determined by the board as of the time of such expiration or completion, but without prejudice otherwise to any corporate proceedings that may have been taken in the interim, if:

- (a) Such demand is withdrawn as provided in this section;
- (b) The proposed corporate action is abandoned or rescinded or the shareholders revoke the authority to effect such action;
- (c) No demand or petition for the determination of fair value by a court has been made or filed within the time provided in this section; or
- (d) A court of competent jurisdiction determines that such shareholder is not entitled to the relief

provided by this section.

(5) Within 10 days after the expiration of the period in which shareholders may file their notices of election to dissent, or within 10 days after such corporate action is effected, whichever is later (but in no case later than 90 days from the shareholders' authorization date), the corporation shall make a written offer to each dissenting shareholder who has made demand as provided in this section to pay an amount the corporation estimates to be the fair value for such shares. If the corporate action has not been consummated before the expiration of the 90-day period after the shareholders' authorization date, the offer may be made conditional upon the consummation of such action. Such notice and offer shall be accompanied by:

(a) A balance sheet of the corporation, the shares of which the dissenting shareholder holds, as of the latest available date and not more than 12 months prior to the making of such offer; and

(b) A profit and loss statement of such corporation for the 12-month period ended on the date of such balance sheet or, if the corporation was not in existence throughout such 12-month period, for the portion thereof during which it was in existence.

(6) If within 30 days after the making of such offer any shareholder accepts the same, payment for his or her shares shall be made within 90 days after the making of such offer or the consummation of the proposed action, whichever is later. Upon payment of the agreed value, the dissenting shareholder shall cease to have any interest in such shares.

(7) If the corporation fails to make such offer within the period specified therefor in subsection (5) or if it makes the offer and any dissenting shareholder or shareholders fail to accept the same within the period of 30 days thereafter, then the corporation, within 30 days after receipt of written demand from any dissenting shareholder given within 60 days after the date on which such corporate action was effected, shall, or at its election at any time within such period of 60 days may, file an action in any court of competent jurisdiction in the county in this state where the registered office of the corporation is located requesting that the fair value of such shares be determined. The court shall also determine whether each dissenting shareholder, as to whom the corporation requests the court to make such determination, is entitled to receive payment for his or her shares. If the corporation fails to institute the proceeding as herein provided, any dissenting shareholder may do so in the name of the corporation. All dissenting shareholders (whether or not residents of this state), other than shareholders who have agreed with the corporation as to the value of their shares, shall be made parties to the proceeding as an action against their shares. The corporation shall serve a copy of the initial pleading in such proceeding upon each dissenting shareholder who is a resident of this state in the manner provided by law for the service of a summons and complaint and upon each nonresident dissenting shareholder either by registered or certified mail and publication or in such other manner as is permitted by law. The jurisdiction of the court is plenary and exclusive. All shareholders who are proper parties to the proceeding are entitled to judgment against the corporation for the amount of the fair value of their shares. The court may, if it so elects, appoint one or more persons as appraisers to receive evidence and recommend a decision on the question of fair value. The appraisers shall have such power and authority as is specified in the order of their appointment or an amendment thereof. The corporation shall pay each dissenting shareholder the amount found to be due him or her within 10 days after final determination of the proceedings. Upon payment of the judgment, the dissenting shareholder shall cease to have any interest in such shares.

(8) The judgment may, at the discretion of the court, include a fair rate of interest, to be determined by the court.

(9) The costs and expenses of any such proceeding shall be determined by the court and shall be assessed against the corporation, but all or any part of such costs and expenses may be apportioned and assessed as the court deems equitable against any or all of the dissenting shareholders who are parties to the proceeding, to whom the corporation has made an offer to pay for the shares, if the court finds that the action of such shareholders in failing to accept such offer was arbitrary, vexatious, or not in good faith. Such expenses shall include reasonable compensation for, and reasonable expenses of, the appraisers, but shall exclude the fees and expenses of counsel for, and experts employed by, any party. If the fair value of the shares, as

determined, materially exceeds the amount which the corporation offered to pay therefor or if no offer was made, the court in its discretion may award to any shareholder who is a party to the proceeding such sum as the court determines to be reasonable compensation to any attorney or expert employed by the shareholder in the proceeding.

(10) Shares acquired by a corporation pursuant to payment of the agreed value thereof or pursuant to payment of the judgment entered therefor, as provided in this section, may be held and disposed of by such corporation as authorized but unissued shares of the corporation, except that, in the case of a merger, they may be held and disposed of as the plan of merger otherwise provides. The shares of the surviving corporation into which the shares of such dissenting shareholders would have been converted had they assented to the merger shall have the status of authorized but unissued shares of the surviving corporation