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MERGER OR SHARE EXCHANGE

IFACTZ, INC.

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ARTICLES OF MERGER
Merger Sheet

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IFACTS ACQUISITION CORPORATION, a Florida corporation, document
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INTO

IFACTZ, INC., a Florida entity, P01000081102

File date: February 21, 2002

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FROM HOLLAND & KNIGHT TAMPA

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FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

February 21, 2002

IFACTZ, INC.
9400 4TH ST N, SUITE 200
ST PETERSBURG, FL 33702

SUBJECT: IFACTZ, INC.
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**ARTICLES OF MERGER
BETWEEN
IFACTZ, INC.
AND
IFACTZ ACQUISITION CORPORATION**

Pursuant to Section 607.1105 of the Florida Business Corporation Act, IFactz, Inc., a Florida corporation (the "Surviving Corporation"), and IFactz Acquisition Corporation, a Florida corporation (the "Merging Corporation"), hereby adopt the following Articles of Merger for the purpose of effecting the merger of the Merging Corporation into the Surviving Corporation (the "Merger"), with the Surviving Corporation being the surviving corporation in the Merger.

ARTICLE I. The Plan and Agreement of Merger, effecting the Merger of the Merging Corporation with and into the Surviving Corporation is attached to and made a part of these Articles of Merger as Exhibit "A" (the "Plan of Merger").

ARTICLE II. The effective time and date of the Merger shall be upon the filing of these Articles of Merger with the Secretary of Florida.

ARTICLE III. The Plan of Merger was adopted by the Surviving Corporation by the unanimous written consent of its Board of Directors dated effective as of February 12, 2002 and by written consent of all of the outstanding shares of common stock of the Surviving Corporation dated effective as of February 12, 2002. The Plan of Merger was adopted by the Merging Corporation by the unanimous written consent of its Board of Directors dated effective as of February 19, 2002, and by written consent of the sole shareholder of the Merging Corporation dated effective as of February 19, 2002.

ARTICLE IV. This document may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one instrument binding on all of the parties, notwithstanding that all the parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of the 19th day of February, 2002.

IFactz, Inc.

By: 

Its: President

Donald Gould

IFactz Acquisition Corporation

By: 

Paul Soltoff, President

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**PLAN AND AGREEMENT OF MERGER
BETWEEN
IFACTZ, INC.
(A Florida Corporation)
AND
IFACTZ ACQUISITION CORPORATION
(A Florida Corporation)**

This Plan and Agreement of Merger (the "Agreement") is dated as of February 19, 2002, and is among IFactz Acquisition Corporation (the "Merged Corporation"), DirectNet Advertising.net, Inc. (the "Parent") and IFactz, Inc. (the "Surviving Corporation").

Background

The Boards of Directors of the parties to this Agreement and the shareholders of the Merged Corporation and the Surviving Corporation deem it desirable, upon the terms and subject to the conditions stated in this Agreement, that the Merged Corporation be merged with and into the Surviving Corporation pursuant to this Agreement the Surviving Corporation become a wholly owned subsidiary of the Parent. Accordingly, in consideration of the mutual agreements and covenants, the parties agree as follows:

Terms

1. At the "Effective Time" (as that term is defined below), the Merged Corporation shall merge with and into the Surviving Corporation, with the Surviving Corporation being the surviving corporation pursuant to the terms and conditions contained in this Agreement. The Surviving Corporation shall survive the merger contemplated in this Agreement and shall continue to be governed by the laws of Florida, but the separate corporate existence of the Merged Corporation shall cease at the Effective Time.
2. The merger shall become effective on the time and date specified in the Articles of Merger filed with the Secretary of State in Florida (the "Effective Time").
3. The Articles of Incorporation of the Surviving Corporation at the Effective Time shall constitute the Articles of Incorporation of the Surviving Corporation.
4. The Bylaws of the Surviving Corporation at the Effective Time shall constitute the Bylaws of the Surviving Corporation.
5. As of the Effective Time, the members of the Board of Directors of the Surviving Corporation shall be Paul Soltoff, Donald Gould and Irv Brechner and the officers of the Surviving Corporation shall be Paul Soltoff - President and Donald Gould - Treasurer and Secretary and Irv Brechner - Vice President. The officers and directors shall serve until their respective successors are elected and qualified, subject to the provisions of the Bylaws and of the Florida Business Corporation Act.
6. If at any time the Surviving Corporation shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary, appropriate or convenient order to acknowledge or confirm in and to the Surviving Corporation any right, title, or interest of the Merged Corporation held immediately prior to the Effective Time, the Surviving Corporation and its proper officers and directors shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title, or interest in the Surviving Corporation as shall be necessary to carry out the purposes of this Agreement, and the

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Surviving Corporation and the proper officers and directors of the Surviving Corporation are fully authorized to take any and all such actions in the name of the Merged Corporation or otherwise.

7. As of the Effective Time, by virtue of the merger and without any action on the part of the holder of any of the issued and outstanding shares of the Surviving Corporation's common stock or any options to purchase shares of the Surviving Corporation's common stock:

(a) Capital Stock of Merged Corporation. All issued and outstanding shares of capital stock of the Merged Corporation outstanding immediately prior to the Effective Time shall be converted into 100 shares of common stock of the Surviving Corporation. As of the Effective Time, each stock certificate of the Merged Corporation evidencing ownership of any such shares shall evidence ownership of such shares of capital stock of the Surviving Corporation.

(b) Conversion of the Stock. Each share of Surviving Corporation common stock issued and outstanding immediately prior to the Effective Time (all shares of Surviving Corporation common stock shall be referred to as the "Stock"), shall cease to be outstanding and shall be converted by virtue of the Merger and without any action on the part of the holders of the Stock (collectively, the "Holders" and each, a "Holder"), into 2.71747 (the "Exchange Ratio") shares of the Parent Common Stock (collectively, the "Merger Shares").

(c) Dissenting Shares; Dissenting Shareholders. No share of Surviving Corporation common stock, the holder of which (a "Dissenting Shareholder") has properly exercised and perfected dissenters' rights under Section 607.1302 of the Florida Business Corporation Act (a "Dissenting Share"), shall be converted into the right to receive any Merger Shares, but such Dissenting Shareholder shall be entitled to receive such consideration as shall be determined pursuant to Section 607.1302 of the Florida Business Corporation Act with respect to such Dissenting Share; provided that if any such Dissenting Shareholder shall fail to perfect or shall have effectively withdrawn or otherwise lost his, her or its rights to dissent to the Merger under the Florida Business Corporations Act, each of such Dissenting Shareholder's Dissenting Shares shall be deemed to have been converted into the number of Merger Shares applicable to each such Dissenting Shares as if such Dissenting Share had not been a Dissenting Share at the Effective Time, without any interest on such share, and such share shall no longer be a Dissenting Share. The Surviving Corporation shall give the Parent (i) prompt notice of any written demands for the exercise of dissenters' rights in respect of any shares of Surviving Corporation common stock, outstanding immediately prior to the Effective Time, withdrawals of such demands, and any other instruments served pursuant to Florida law including without limitation instruments concerning appraisal or dissenters' rights received by the Surviving Corporation and (ii) the opportunity to participate in all negotiations and proceedings with respect to such demands. The Surviving Corporation shall not, except with the prior written consent of the Parent, voluntarily make any payment with respect to any demands for the exercise of dissenters' rights in respect of any shares of Surviving Corporation common stock outstanding immediately prior to the Effective Time, or offer to settle or settle any such demands.

8. At and after the Effective Time of the merger, the Surviving Corporation shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, all of the property, real, personal, and mixed, of each of the parties to this Agreement; all debts due to the Merged Corporation shall be vested in the Surviving Corporation; all claims, demands, property, rights, privileges, powers and franchises and every other interest of the Merged Corporation and the Surviving Corporation shall be as effectively the property of the Surviving Corporation as they were of the respective parties to this Agreement; the title to any real estate vested by deed or otherwise in the Merged Corporation shall not revert or be in any way impaired by reason of the

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merger, but shall be vested in the Surviving Corporation; all rights of creditors and all liens upon any property of either of the parties to this Agreement shall be preserved unimpaired, limited in lien to the property affected by such lien at the Effective Time; all debts, liabilities, and duties of the respective parties to this Agreement shall attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it and the Surviving Corporation shall indemnify and hold harmless the officers and directors of each of the parties to this Agreement against all such debts, liabilities and duties and against all claims and demands arising out of the merger.

9. From and after the Effective Time, the assets and liabilities of the Merged Corporation and of the Surviving Corporation shall be entered on the books of the Surviving Corporation at the amounts at which they shall be carried at such time on the respective books of the Merged Corporation and of the Surviving Corporation, subject to such to inter-corporate adjustments or eliminations, if any, as may be required to give effect to the merger; and, subject to such action as may be taken by the Board of Directors of the Surviving Corporation, in accordance with generally accepted accounting principles, the capital and surplus of the Surviving Corporation shall be equal to the capital and surplus of the Merged Corporation and of the Surviving Corporation.

IN WITNESS WHEREOF, the Merged Corporation and the Surviving Corporation have each caused this Agreement to be executed by its President as of the date first above written.

IFactz Acquisition Corporation

By: Paul Soltoff
Paul Soltoff, President

IFactz, Inc.

By: Donald Gould
Its: Donald Gould

DirectNet Advertising.net, Inc.

By: Paul Soltoff
Paul Soltoff, President

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