

**CORPORATE
ACCESS,
INC.**

P95000027536

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Merger

1.)

Hiway Technologies, Inc.

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****175.00 ****175.00

(CORPORATE NAME & DOCUMENT #)

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SPECIAL INSTRUCTIONS

*Must have
27th file date*

FILED

RECEIVED

98 MAY 27 PM 4:15
98 MAY 27 PM 4:13
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

5/28

*Jon
Merger*

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ARTICLES OF MERGER
Merger Sheet

MERGING:

HIWAY TECHNOLOGIES, INC., a Florida corporation, P95000027536

INTO

BEST INTERNET COMMUNICATIONS, INC.. a California corporation not
qualified in Florida

File date: May 27, 1998

Corporate Specialist: Joy Moon-French

**ARTICLES OF MERGER
OF HIWAY TECHNOLOGIES, INC., a Florida corporation
INTO
BEST INTERNET COMMUNICATIONS, INC., a California corporation**

FILED
98 MAY 27 PM 4:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida Business Corporation Act, Hiway Technologies, Inc., a Florida corporation ("Hiway"), and Best Internet Communications, Inc., a California corporation ("Best"), adopt the following Articles of Merger:

1. Best and Hiway have entered into an Agreement of Merger, a copy of which is attached hereto as Exhibit A and incorporated by reference as if fully set forth herein (the "Agreement of Merger").

2. The principal terms of the Agreement of Merger were approved by the shareholders of Hiway on April 27, 1998.

3. The principal terms of the Agreement of Merger were approved by the shareholders of Best on April 27, 1998.

4. Pursuant to the Agreement of Merger, all issued and outstanding shares of Hiway will be converted into and exchanged for shares of Best, the surviving corporation.

IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be signed by their respective duly authorized officers as of the twenty-seventh day of May, 1998.

HIWAY TECHNOLOGIES, INC.
a Florida corporation

By: _____

Scott H. Adams, President

BEST INTERNET TECHNOLOGIES, INC.
a California corporation

By: _____

David S. Buzby, Executive
Vice President

**AGREEMENT OF MERGER
OF
HIWAY TECHNOLOGIES, INC.
WITH AND INTO
BEST INTERNET COMMUNICATIONS, INC.**

This Agreement of Merger ("Agreement") is entered into as of May 27, 1998 by and between Hiway Technologies, Inc., a Florida corporation ("Hiway") (nonsurvivor), and Best Internet Communications, Inc., a California corporation ("Best") (survivor).

1. Effective Time of Merger. Pursuant to the California Corporations Code (the "California Law") and the Florida Business Corporation Act (the "Florida Law"), Hiway will be merged with and into Best (the "Merger"), with Best to be the surviving corporation of the Merger. The Merger will be effective (the "Effective Time") on the later to occur of (i) the date on which a copy of this Agreement and all required officers' certificates and other appropriate documents are filed with the Secretary of State of California and (ii) the date on which duly executed Articles of Merger relating to the Merger are filed with the appropriate authorities of the State of Florida.

2. Conversion of Hiway Shares, Hiway Options and Hiway Warranties; Dissenters' Rights.

2.1 At the Effective Time, and except as otherwise provided in this Agreement, by virtue of the Merger and without any action on the part of Best, Hiway, or any shareholder of Best or Hiway, each outstanding share of Hiway Class A Common Stock, par value \$.01, and Class B Common Stock, par value \$.01 (collectively, "Hiway Shares"), shall be converted into 4.137405621 (the "Applicable Fraction") shares of common stock, no par value per share, of Best ("Best Common Stock"). No fractional shares of Best Common Stock shall be issued to any shareholder of Hiway and, in lieu thereof, all fractional shares shall be paid the cash equivalent value thereof based on a value of \$3.00 per share of Best Common Stock. No shares of Best Common Stock shall be issuable or issued to any person or entity other than a shareholder of Hiway in connection with the Merger.

2.2 Each outstanding option to acquire a Hiway Share ("Hiway Option") that is outstanding immediately prior to the Effective Time will, by virtue of the Merger at the Effective Time and without further action on the part of any holder thereof, be assumed by Best and converted into an option to purchase that number of shares of Best Common Stock which equals the number of Hiway Shares subject to such option at the Effective Time multiplied by the Applicable Fraction, and the per share exercise price for each such option will equal the per share exercise price of each such option immediately prior to the Effective Time divided by the Applicable Fraction. If the foregoing calculation results in an assumed option being exercisable for a fraction of a share, then the number of shares of Best Common Stock subject to such option will be rounded down to the nearest whole number with no cash being payable for such fractional share. In addition, if the foregoing calculation results in an assumed option having a per share exercise price that includes a fraction of a cent, then the per share exercise price for such option

shall be rounded up to the nearest whole cent. The term, exercisability, vesting schedule, status as an "incentive stock option" under Section 422 of the Internal Revenue Code of 1986, as amended, if applicable, and all other terms of the Hiway Options will otherwise be unchanged. Continuous employment with Best will be credited to a Hiway optionee based on such optionee's employment with Hiway for purposes of determining the number of shares subject to exercise after the Effective Time.

2.3 Each outstanding warrant to acquire a Hiway Share ("Hiway Warrant") that is outstanding immediately prior to the Effective Time will, by virtue of the Merger at the Effective Time and without further action on the part of any holder thereof, be assumed by Best and converted into a warrant to purchase that number of shares of Best Common Stock which equals the number of Hiway Shares subject to such warrant at the Effective Time multiplied by the Applicable Fraction, and the per share exercise price for each such warrant will equal the per share exercise price of each such warrant immediately prior to the Effective Time divided by the Applicable Fraction. If the foregoing calculation results in an assumed warrant being exercisable for a fraction of a share, then the number of shares of Best Common Stock subject to such warrant will be rounded down to the nearest whole number with no cash being payable for such fractional share. In addition, if the foregoing calculation results in an assumed warrant having a per share exercise price that includes a fraction of a cent, then the per share exercise price for such warrant shall be rounded up to the nearest whole cent. The term, exercisability and all other terms of the Hiway Warrants will otherwise be unchanged.

2.4 At the Effective Time, and except as otherwise provided in this Agreement, by virtue of the Merger and without any action on the part of Best, Hiway, or any shareholder of Best or Hiway: (i) all shareholders of Hiway shall cease to have any rights as shareholders of Hiway (including the right to elect directors, the right to vote as to other matters, and all rights with respect to the distribution of surplus in liquidation); and (ii) all Hiway Shares shall no longer be outstanding, and shall automatically be canceled and shall cease to exist; provided, however, that at and after the Effective Time, each individual Hiway Share shall represent the right to receive a certificate representing a number of shares of Best Common Stock equal to the Applicable Fraction and cash in lieu of any fractional share of Best Common Stock into which such Hiway Share has been converted pursuant to this Agreement.

2.5 Hiway Shares to which dissenters' rights are perfected under applicable law shall not be converted into or represent the right to receive any shares, or any cash payment in lieu of any fractional shares of Best Common Stock, but shall be converted into the right to receive such consideration as may be determined to be due with respect to such dissenting Hiway Shares pursuant to applicable law; provided, however, that if any holder of dissenting Hiway Shares shall withdraw his or her demand for payment of the fair value of his or her Hiway Shares or shall fail to perfect his or her dissenters' rights in accordance with applicable law, then such holder's dissenting Hiway Shares shall cease to be dissenting Hiway Shares and shall, subject to the terms of this Agreement, be converted into and represent the right to receive a certificate representing the number of whole shares of Best Common Stock and cash in lieu of any fractional share of Best Common Stock into which such Hiway Shares have been converted pursuant to this Agreement.

2.6 Best Shares to which dissenters' rights are perfected under applicable law shall be converted into the right to receive such consideration as may be determined to be due with respect to such dissenting Best Shares pursuant to applicable law; provided, however, that if any holder of dissenting Best Shares shall withdraw his or her demand for payment of the fair value of his or her Best Shares or shall fail to perfect his or her dissenters' rights in accordance with applicable law, then such holder's dissenting Best Shares shall cease to be dissenting Best Shares.

3. Best Common Stock, Best Options and Best Warrants. At the Effective Time: (i) each share of Best Common Stock issued and outstanding shall remain an issued and outstanding share of Best Common Stock, and shall not be affected by the Merger; (ii) each outstanding option or other right to acquire Best Common Stock (a "Best Option") shall continue to represent a right to acquire shares of Best Common Stock and shall remain an issued and outstanding Best Option in the same amount and at the same exercise price subject to the terms of the Best employee benefit plan, arrangement or agreement under which it was issued and the agreement evidencing grant thereunder, and shall not be affected by the Merger; and (iii) each outstanding warrant to purchase Best Common Stock ("Best Warrant"), shall remain an issued and outstanding Best Warrant in the same amount and at the same exercise price subject to terms of the agreement under which it was issued, and shall not be affected by the Merger.

4. Plan. Best and Hiway are parties to a certain Agreement and Plan of Reorganization dated as of April 15, 1998 (the "Plan"). The Plan and this Agreement are intended to be construed together in order to effectuate their purposes.

5. Effects of Merger. At the Effective Time: (a) the separate existence of Hiway will cease and Hiway will be merged with and into Best and Best will be the surviving corporation pursuant to the terms of this Agreement; (b) the Articles of Incorporation of Best in effect immediately prior to the Effective Time shall be, and shall continue in effect as, the Articles of Incorporation of Best; (c) the Bylaws of Best in effect immediately prior to the Effective Time shall be, and shall continue in effect as, the Bylaws of Best; (d) each share of Hiway Common Stock outstanding immediately prior to the Effective Time will be converted as provided in Section 2 of this Agreement; and (e) the Merger will, at and after the Effective Time, have all of the effects provided by applicable law.

6. Further Assignments. After the Effective Time, Best and its officers and directors may execute and deliver such deeds, assignments and assurances and do all other things necessary or desirable to vest, perfect or confirm title to Hiway's property or rights in Best and otherwise to carry out the purposes of the Plan in the name of Hiway or otherwise.

7. Termination. This Agreement may be terminated and the proposed Merger abandoned at any time prior to the Effective Time, whether before or after approval of this Agreement by the Shareholders of Best and Hiway, by either party hereto upon termination of the Plan or by the mutual consent of the Boards of Directors of Hiway and Best.

8. Assignment. Neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party hereto. This Agreement will be

binding upon and inure to the benefit of the parties hereto and their respective successors, personal representatives and permitted assigns.

9. Jurisdiction; Service of Process. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the courts of the jurisdiction in which the defendant's principal place of business is located (i.e., the State of California, County of Santa Clara or the United States District Court for the Northern District of California for Best, and the State of Florida, County of Palm Beach or the United States District Court for the Southern District of Florida for Hiway), and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

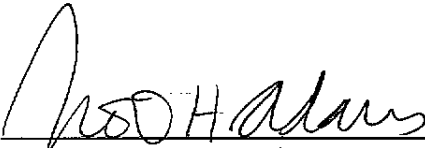
10. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of laws principles.


11. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original as regards any party whose signature appears thereon and all of which together will constitute one and the same instrument.

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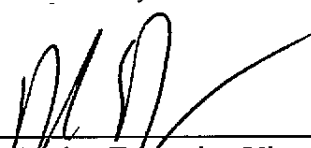
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date and year first above written.

HIWAY TECHNOLOGIES, INC.

By: 
Scott H. Adams, President

By: 
William G. Nesbitt, Secretary

**BEST INTERNET
COMMUNICATIONS, INC.**

By: 
David S. Buzby, Executive Vice
President

By: _____
Thomas A. Skornia, Secretary

[SIGNATURE PAGE TO AGREEMENT OF MERGER OF HIWAY TECHNOLOGIES, INC.
WITH AND INTO BEST INTERNET COMMUNICATIONS, INC.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date and year first above written.

HIWAY TECHNOLOGIES, INC.

**BEST INTERNET
COMMUNICATIONS, INC.**

By: _____
Scott H. Adams, President

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Vice President

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