

CT CORPORATION

P95000038104

CORPORATION(S) NAME

emailthatpays.com, Inc.

merging into:

Forge, Inc. (surviving corp)

FILED  
2002 MAY 13 PM 4:45  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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-05/14/02--01005--001  
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| <input type="checkbox"/> Nonprofit           |                                                 |                                             |
| <input type="checkbox"/> Foreign             | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark               |
|                                              | <input type="checkbox"/> Reinstatement          |                                             |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Annual Report          | <input type="checkbox"/> Other              |
| <input type="checkbox"/> LLC                 | <input type="checkbox"/> Name Registration      | <input type="checkbox"/> Change of RA       |
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5/13/02  
*Today Please*

Order#: 5339293

Ref#: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

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660 East Jefferson Street  
 Tallahassee, FL 32301  
 Tel. 850 222 1092  
 Fax 850 222 7615

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

EMAILTHATPAYS.COM, INC., a Florida corporation, P95000038104

INTO

**FORGE, INC.**, a Delaware entity not qualified in Florida.

File date: May 13, 2002

Corporate Specialist: Cheryl Coulliette

**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 is:

<u>Name</u>	<u>Jurisdiction</u>
<u>Forge, Inc.</u>	<u>Delaware</u>

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

<u>Name</u>	<u>Jurisdiction</u>
<u>emailthatpays.com, Inc.</u>	<u>Florida</u>

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


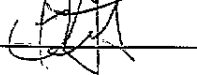
**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State

**Fifth:** Adoption of Merger by surviving corporation - The Plan of Merger was adopted by the shareholders of the surviving corporation on May 13, 2002.

**Sixth:** Adoption of Merger by merging corporation - The Plan of Merger was adopted by the shareholders of the merging corporation on May 2, 2002.

FILED  
2002 MAY 13 PM 4:45  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**Seventh: SIGNATURES FOR EACH CORPORATION**

<u>Name of Corporation</u>	<u>Signature</u>	<u>Typed or Printed Name of Individual &amp; Title</u>
<u>emailthatpays.com. Inc.</u>		<u>Daniel Hunter, CEO</u>
<u>Forge. Inc.</u>		<u>Daniel Hunter, CEO</u>

## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (the "*Merger Agreement*") is made as of this 13th day of May, 2002, by and between emailthatpays.com, Inc., a Florida corporation (the "*Parent*") and Forge, Inc., a Delaware corporation (the "*Subsidiary*").

### RECITALS:

WHEREAS, the Parent is a corporation organized and existing under the laws of the State of Florida;

WHEREAS, the Subsidiary is a corporation organized and existing under the laws of the State of Delaware and is a wholly-owned subsidiary of the Parent;

WHEREAS, the parties hereto desire that the Parent merge with and into the Subsidiary and that the Subsidiary shall continue as the surviving corporation in such merger, which is intended to qualify as a tax-free reorganization under Section 368(a)(1)(F) or 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended, upon the terms and subject to the conditions herein set forth and in accordance with the laws of the State of Florida and the laws of the State of Delaware (the "*Merger*").

NOW THEREFORE, the parties hereto hereby agree as follows:

### ARTICLE I

#### PRINCIPAL TERMS OF THE MERGER

Section 1.1 Merger of Parent into Subsidiary. At the Effective Time of the Merger (as defined in Section 1.2 hereof), the Parent shall merge with and into the Subsidiary in accordance with the Florida Business Corporation Act (the "*FBCA*") and the Delaware General Corporation Law (the "*DGCL*"). The separate existence of the Parent shall thereupon cease and the Subsidiary shall be the surviving corporation (hereinafter sometimes referred to as the "*Surviving Corporation*") and shall continue its corporate existence under the laws of the State of Delaware.

Section 1.2 Effective Time of the Merger. The Merger shall become effective as of the date and time (the "*Effective Time of the Merger*") the following actions are completed: (a) appropriate articles of merger are filed with the Secretary of State of the State of Florida, and a certificate of merger is issued by the Secretary of State of the State of Florida in accordance with the FBCA and (b) an appropriate certificate of merger is filed with the Secretary of the State of Delaware in accordance with the DGCL.

Section 1.3 Effects of the Merger. At the Effective Time of the Merger, the Merger shall have the effects specified in the FBCA, the DGCL and this Merger Agreement.

Section 1.4 Certificate of Incorporation and Bylaws. At the Effective Time of the Merger, the Certificate of Incorporation and bylaws of the Subsidiary, as in effect immediately

prior to the Effective Time of the Merger, shall become the Certificate of Incorporation and bylaws of the Surviving Corporation until duly amended in accordance with their terms and as provided by the DGCL.

Section 1.5 Directors and Officers. At the Effective Time of the Merger, the directors and officers of the Subsidiary in office at the Effective Time of the Merger shall become the directors and officers, respectively, of the Surviving Corporation, each of such directors and officers to hold office, subject to the applicable provisions of the Certificate of Incorporation and bylaws of the Surviving Corporation and the DGCL, until his or her successor is duly elected or appointed and qualified.

Section 1.6 Shareholders' Dissenters Rights. The Shareholders of the Parent are entitled to dissenters' rights under sections 607.1301, 607.1302 and 607.1320 of the FBCA. In the event that shareholders collectively owning more than one percent (1%) of the shares of the Parent exercise his, her or its dissenters' rights, the Parent's board of directors may abandon the Merger in its sole discretion.

## ARTICLE II

### CONVERSION AND EXCHANGE OF STOCK

Section 2.1 Conversion. At the Effective Time of the Merger, each of the following transactions shall be deemed to occur simultaneously:

(a) Each share of the Parent's common stock, \$0.005 par value (the "*Parent's Common Stock*") issued and outstanding, immediately prior to the Effective Time of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become one twentieth (1/20) of a validly issued, fully paid and nonassessable share of the Surviving Corporation's common stock, par value \$0.001 per share (the "*Surviving Corporation's Common Stock*").

(b) Each option to purchase shares of the Parent's Common Stock outstanding immediately prior to the Effective Time of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become an option to purchase, upon the same terms and conditions, the number of shares of the Surviving Corporation's Common Stock, which is one twentieth (1/20) the number of shares of the Parent's Common Stock that the optionee would have received had the optionee exercised such option in full immediately prior to the Effective Time of the Merger (whether or not such option was then exercisable) and the exercise price per share under each of said options shall be one twentieth (1/20) the exercise price per share thereunder immediately prior to the Effective Time of the Merger, unless otherwise provided in the instrument granting such option.

(c) Each warrant to purchase shares of the Parent's Common Stock outstanding immediately prior to the Effective Time of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become a warrant to purchase, upon the same terms and conditions, the number of shares of the Surviving Corporation's

Common Stock which is one twentieth (1/20) the number of shares of the Parent's Common Stock that the warrant holder would have received had the warrant holder exercised such warrant in full immediately prior to the Effective Time of the Merger (whether or not such warrant was then exercisable) and the exercise price per share under each of said warrants shall be one twentieth (1/20) the exercise price per share thereunder immediately prior to the Effective Time of the Merger, unless otherwise provided in the instrument granting such warrant.

(d) Each share of the Subsidiary's Common Stock issued and outstanding immediately prior to the Effective Time of the Merger and held by the Parent shall be canceled without any consideration being issued or paid therefor.

#### Section 2.2 Exchange.

(a) After the Effective Time of the Merger, each certificate theretofore representing issued and outstanding shares of the Parent's Common Stock shall represent one twentieth (1/20) number of shares of the Surviving Corporation's Common Stock.

(b) At any time on or after the Effective Time of the Merger, each holder of an outstanding certificate theretofore representing the Parent's Common Stock will be requested to surrender such certificate to StockTrans, Inc. as the exchange agent (the "Exchange Agent"). As soon as practicable after the surrender to the Exchange Agent of any certificate which prior to the Merger represented shares of the Parent's Common Stock, together with a duly executed transmittal letter and any other documents the Exchange Agent may specify, the Exchange Agent shall deliver to the person in whose name such certificate has been issued certificates registered in the name of such person representing the number of full shares of the Surviving Corporation's Stock into which the shares of the Parent's Common Stock previously represented by the surrendered certificate shall have been reclassified.

(c) No certificates or scrip representing fractional shares of Surviving Corporation's Common Stock shall be issued in connection with the Merger. Instead, stockholders holding a number of shares of the Parent's Common Stock not evenly divisible by the exchange ratio, and stockholders holding less than the exchange ratio of shares of the Parent's Common Stock, upon surrender of their old certificates, will receive cash in lieu of fractional shares of Surviving Corporation's Common Stock. The price payable by the Parent will be determined by multiplying the fraction of a share of new Surviving Corporation's Common Stock by the closing price for that number of shares as determined by the Board of Directors of the Parent's Common Stock at the Effective Time of the Merger for which transactions in the Parent's Common Stock are reported, as reported by the Nasdaq Over the Counter Bulletin Board.

### ARTICLE III

#### EMPLOYEE BENEFIT AND INCENTIVE COMPENSATION PLANS

At the Effective Time of the Merger, each employee benefit plan, incentive compensation plan and other similar plans to which the Parent is then a party shall be assumed by, and continue to be the plan of, the Surviving Corporation. To the extent any employee benefit plan, incentive

compensation plan or other similar plan of the Parent provides for the issuance or purchase of, or otherwise relates to, the Parent's Common Stock, after the Effective Time of the Merger such plan shall be deemed to provide for the issuance or purchase of, or otherwise relate to, the Surviving Corporation's Common Stock.

#### ARTICLE IV

#### CONDITIONS

Consummation of the Merger is subject to the satisfaction at or prior to the Effective Time of the Merger of the following conditions:

Section 4.1 Shareholder Approval. This Merger Agreement and the Merger shall have been adopted and approved by the affirmative vote of a majority of the votes entitled to be cast by all shareholders of the Parent entitled to vote on the record date fixed for determining the shareholders of the Parent entitled to vote thereon. This Agreement and the Merger shall also have been adopted and approved by the Parent as the holder of all the outstanding shares of the Subsidiary's Common Stock prior to the Effective Time of the Merger.

Section 4.2 Third Party Consents. The Parent shall have received all required consents to and approvals of the Merger.

#### ARTICLE V

#### MISCELLANEOUS

Section 5.1 Amendment. This Merger Agreement may be amended, modified or supplemented in whole or in part, at any time prior to the Effective Time of the Merger with the mutual consent of the boards of directors of the parties hereto; provided, however, that the Merger Agreement may not be amended after it has been adopted by the shareholders of the Parent in any manner which, in the judgment of the board of directors of the Parent, would have a material adverse effect on the rights of such shareholders or in any manner not permitted under applicable law.

Section 5.2 Termination. This Merger Agreement may be terminated or abandoned by the parties hereto at any time prior to the filing of the certificate of merger notwithstanding approval of this Merger Agreement by the shareholders of either or both of the Parent or the Subsidiary.

Section 5.3 Necessary Actions, etc. If at any date after the Effective Time of the Merger, the Surviving Corporation shall consider that any assignments, transfers, deeds or other assurances in law are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, title to any property or rights of the Parent, the Parent and its officers and directors at the Effective Time of the Merger shall execute and deliver such documents and do all things necessary and proper to vest, perfect or confirm title to such property or rights in the



Surviving Corporation, and the officers and directors of the Surviving Corporation are fully authorized in the name of the Parent or otherwise to take any and all such action.

Section 5.4 Counterparts. This Merger Agreement may be executed in any number of counterparts, each of which shall be considered to be an original instrument.


Section 5.5 Descriptive Headings. The descriptive headings are for convenience of reference only and shall not control or affect the meaning or construction of any provision of this Merger Agreement.

Section 5.6 Governing Law. This Merger Agreement shall be construed in accordance with the laws of the State of Delaware, except to the extent the laws of the State of Florida shall mandatorily apply to the Merger.

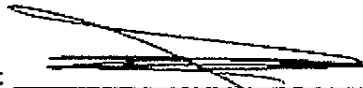
IN WITNESS WHEREOF, the undersigned officers of each of the parties to this Merger Agreement, pursuant to authority duly given by their respective boards of directors, have caused this Merger Agreement to be duly executed on the date set forth above.

EMAILTHATPAYS.COM, INC.

By:

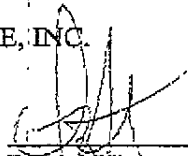
  
\_\_\_\_\_  
Daniel Hunter  
Chief Executive Officer

Attest:

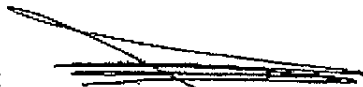
  
\_\_\_\_\_  
Donald James MacKenzie  
President and Secretary

FORGE, INC.

By:

  
\_\_\_\_\_  
Daniel Hunter  
Chief Executive Officer

Attest:

  
\_\_\_\_\_  
Donald James MacKenzie  
President and Secretary

**CERTIFICATES**

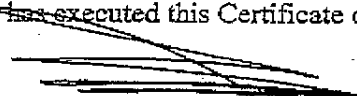
The undersigned, Secretary of Forge, Inc. a Delaware corporation, hereby certifies, pursuant to Section 252(c) of the General Corporation Law of the State of Delaware, that the foregoing Agreement and Plan of Merger to which this Certificate is attached, after having been first duly signed on behalf of Forge, Inc. by its Chief Executive Officer and attested to by its Secretary, was duly submitted to the stockholders of Forge, Inc. for the purpose of considering and acting upon said Agreement and Plan of Merger, on the 13<sup>th</sup> day of May, 2002, and at said meeting said Agreement and Plan of Merger was adopted by the sole stockholder of Forge, Inc., in accordance with the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 13th day of May, 2002.

  
\_\_\_\_\_  
Donald James MacKenzie, Secretary

The undersigned, Secretary of emailthatpays.com, Inc., a Florida corporation, hereby certifies, pursuant to Section 607.1103 of the Florida Statutes, that the foregoing Agreement and Plan of Merger to which this Certificate is attached, after having been first duly signed on behalf of emailthatpays.com, Inc. by its President and attested to by its Secretary, was duly submitted to the shareholders of emailthatpays.com, Inc. at a meeting thereof called for the purpose of considering and acting upon said Agreement and Plan of Merger, held after due notice on the 13<sup>th</sup> day of May, 2002, and that at said meeting said Agreement and Plan of Merger was adopted by the shareholders of emailthatpays.com, Inc. in accordance with the Florida Business Corporation Act of 1989.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 13<sup>th</sup> day of May, 2002.

  
\_\_\_\_\_  
Donald James MacKenzie, Secretary