

P 960000 70603

CAPITAL CONNECTION, INC.

417 E. Virginia St., Suite 1, Tallahassee, FL 32301, (904)224-8870

Mailing Address: Post Office Box 10349, Tallahassee, FL 32302

TOLL FREE No. 1-800-342-8062

FAX (904) 222-1222

NAME _____

FIRM _____

ADDRESS _____

PHONE () _____

Service: Top Priority _____ Regular _____
One Day Service Two Day Service

To us via _____ Return via _____

Matter No.: _____ Express Mail No. _____

State Fee \$ _____ Our \$ _____

RE: Milleannet, Inc.

C.C. FEE. DISBURSED

Capital Express™
☒ Art. of Inc. File
 Corp. Record Search
 Ltd. Partnership File
 Foreign Corp. File
☒ (-) Cert. Copy(s)
photo
 Art. of Amend. File
 Dissolution/Withdrawal
 C U S-
 Fictitious Name File
 Name Reservation
 Annual Report/Reinstatement
 Reg. Agent Service
 Document Filing
 Corporate KIL
 Vehicle Search
 Driving Record
 Document Retrieval
 UCC 1 or 3 File
 UCC 11 Search
 UCC 11 Retrieval
 File No.'s, Copies
 Courier Service
 Shipping/Handling
 Phone ()
 Top Priority
 Express Mail Prep.
 FAX () pgs.

SUBTOTALS

FEE.....
 DISBURSED.....
 SURCHARGE.....
 TAX on corporate supplies.....
 SUBTOTAL.....
 PREPAID.....
 BALANCE DUE.....

A. CHESLER AUG 26 1996
 P. CHESLER AUG 26 1996

REQUEST TAKEN CONFIRMED APPROVED
 DATE _____
 TIME _____ CK No. _____
 BY APK

WALK-IN Will Pick Up 5-26 1100

Please remit invoice number with payment
 TERMS: NET 10 DAYS FROM INVOICE DATE
 1 1/2% per month on Past Due Amounts
 Past 30 Days, 18% per Annum.

THANK YOU
 from
 Your Capital Connection

STATE OF FLORIDA
ARTICLES OF INCORPORATION
OF
MILLENNIANET, INC.

FILED
25 MAR 25 1994
CLERK OF CIRCUIT COURT
JACKSONVILLE, FLORIDA

The undersigned, desiring to form, organize and incorporate a corporation under the laws of the State of Florida, hereby adopts the following Articles of Incorporation and certifies:

ARTICLE I

The name of this corporation shall be:
 MillenniaNet, Inc.
The principal office of the corporation is located at:
 3800 Galt Ocean Drive
 Fort Lauderdale, Florida 33308

ARTICLE II

This corporation may engage in any activity or business permitted under the laws of the State of Florida, and shall enjoy all the rights and privileges of a corporation granted by the laws of the State of Florida.

ARTICLE III

The aggregate number of shares which the corporation shall have authority to issue is Twenty-seven Million (27,000,000) shares, divided into:

2,000,000 Preferred Shares
 and
25,000,000 Common Shares

A statement of the preferences, privileges, and restrictions granted to or imposed upon the respective classes of shares or the holders thereof is as follows:

A. Common Shares. The terms of the 25,000,000 Common Shares of the corporation shall be as follows:

(1) Dividends. Whenever cash dividends upon the Preferred Shares of all series thereof at the time outstanding, to the extent of the preference to which such shares are entitled, shall have been paid in full for all past dividend periods, or declared and set apart for payment, such dividends, payable in cash, stock, or otherwise, as may be determined by the Board of Directors, may be declared by the Board of Directors and paid from time to time to the holders of the Common Shares out of the remaining net profits or surplus of the corporation.

(2) Liquidation. In the event of any liquidation, dissolution, or winding up of the affairs of the corporation, whether voluntary or involuntary, all assets and funds of the corporation remaining after the payment to the holders of the

Preferred Shares of all series thereof of the full amounts to which they shall be entitled as hereinafter provided, shall be divided and distributed among the holders of the Common Shares according to their respective shares.

(3) Voting rights. Each holder of a Common Share shall have one vote in respect of each share of such stock held by him. There shall not be cumulative voting.

B. Preferred Shares. Prior to the issuance of any of the Preferred Shares, the Board of Directors shall determine the number of Preferred Shares to then be issued from the Two Million (2,000,000) shares authorized, and such shares shall constitute a series of the Preferred Shares. Such series shall have such preferences, limitations, and relative rights as the Board of Directors shall determine and such series shall be given a distinguishing designation. Each share of a series shall have preferences, limitations, and relative rights identical with those of all other shares of the same series. Except to the extent otherwise provided in the Board of Directors' determination of a series, the shares of such series shall have preferences, limitations, and relative rights identical with all other series of the Preferred Shares. Preferred Shares may have dividend or liquidation rights which are prior (superior or senior) to the dividend and liquidation rights and preferences of the Class B Preferred Shares. Also, any series of the Preferred Shares may have voting rights.

ARTICLE IV

The corporation is to have perpetual existence.

ARTICLE V

So long as all the shares of this corporation are owned beneficially and of record by only one or two shareholders, the business and property of the corporation shall be managed by a Board of not fewer than the number of shareholders. At such time as the shares are owned beneficially and of record by more than three or more shareholders, the business and property of the corporation shall be managed by a Board of not fewer than three (3) nor more than twenty-one (21) directors, who shall be natural persons of full age, and who shall be elected annually by the shareholders having voting rights, for the term of one year, and shall serve until the election and acceptance of their duly qualified successors. In the event of any delay in holding, or adjournment of, or failure to hold an annual meeting, the terms of the sitting directors shall be automatically continued indefinitely until their successors are elected and qualified. Directors need not be residents of the State of Florida nor shareholders. Any vacancies, including vacancies resulting from an increase in the number of directors, may be filled by the Board of Directors, though less than a quorum, for the unexpired term. The Board of Directors shall have full power, and it is hereby expressly authorized, to increase or decrease the number of directors from time to time without requiring a vote of the shareholders.

The name(s) and address(es) of the member(s) of the first Board of Directors, who, subject to the provisions of the Articles of Incorporation, the By-Laws, and the corporation laws of the State of Florida, shall hold office for the first year of the corporation's business and existence, or until their successors are elected and have qualified are:

NAME
Tracy L. Hackett

ADDRESS
3800 Galt Ocean Drive
Fort Lauderdale, Florida 33308

ARTICLE VI

This corporation, and any or all of the shareholders of this corporation, may from time to time enter into such agreements as they deem expedient relating to the shares of stock held by them and limiting the transferability thereof; and thereafter any transfer of such shares shall be made in accordance with the provisions of such agreement, provided that before the actual transfer of such shares on the books of the corporation, written notice of such agreement shall be given to this corporation by filing a copy thereof with the secretary of the corporation and a reference to such agreement shall be stamped, written or printed upon the certificate representing such shares, and the By-Laws of this corporation may likewise include provisions for the making of such agreement, as aforesaid.

ARTICLE VII

The private property of the shareholders of the corporation shall not be subject to the payment of the corporation's debts to any extent whatever.

ARTICLE VIII

The corporation hereby designates, as its Registered Agent, and as its Resident Agent to accept service of process within the State:

Richard C. Fox
3401 Lakeview Drive
Delray Beach, Florida 33445

ARTICLE IX

The following indemnification provisions shall be deemed to be contractual in nature and not subject to retroactive removal or reduction by amendment.

(a) This corporation shall indemnify any director who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil or criminal, judicial, administrative or investigative, by reason of the fact that he/she is or was serving at the request of this corporation as a director or officer or member of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement, actually and reasonably incurred by him/her in connection with such action, suit

or proceeding, including any appeal thereof, if he/she acted in good faith or in a manner he/she reasonably believed to be in, or not opposed to, the best interests of this corporation, and with respect to any criminal action or proceeding, if he/she had no reasonable cause to believe his/her conduct was unlawful. However, with respect to any action by or in the right of this corporation to procure a judgment in its favor, no indemnification shall be made in respect of any claim, issue, or matter as to which such person is adjudged liable for negligence or misconduct in the performance of his/her duty to the corporation unless, and only to the extent that, the court in which such action or suit was brought determines, on application, that despite the adjudication of liability, such person is fairly and reasonably entitled to indemnity in view of all the circumstances of the case. Termination of any action, suit or proceeding by judgment, order, settlement, conviction, or in a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the party did not meet the applicable standard of conduct. Indemnification hereunder may be paid by the corporation in advance of the final disposition of any action, suit or proceeding, on a preliminary determination that the director, officer, employee or agent met the applicable standard of conduct.

(b) The corporation shall also indemnify any director or officer who has been successful on the merits or otherwise, in defense of any action, suit, or proceeding, or in defense of any claim, issue, or matter therein, against all expenses, including attorneys' fees, actually and reasonably incurred by him/her in connection therewith, without the necessity of an independent determination that such director or officer met any appropriate standard of conduct.

(c) The indemnification provided for herein shall continue as to any person who has ceased to be a director or officer, and shall inure to the benefit of the heirs, executors, and administrators of such persons.

(d) In addition to the indemnification provided for herein, the corporation shall have power to make any other or further indemnification, except an indemnification against gross negligence or willful misconduct, under any resolution or agreement duly adopted by the Board of Directors, or duly authorized by a majority of the shareholders.

ARTICLE X

No director of the corporation shall be personally liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director; provided, that the foregoing clause shall not apply to any liability of a director for any action for which the Florida General Corporation Act proscribes this limitation and then only to the extent that this limitation is specifically proscribed.

ARTICLE XI

In furtherance, and not in limitation, of the powers conferred

by the laws of the State of Florida, the Board of Directors is expressly authorized:

(a) To make, alter, amend, and repeal the By-Laws of the corporation, subject to the power of the holders of stock having voting power to alter, amend, or repeal the By-Laws made by the Board of Directors.

(b) To determine and fix the value of any property to be acquired by the corporation and to issue and pay in exchange therefore, stock of the corporation; and the judgment of the directors in determining such value shall be conclusive.

(c) To set apart out of any funds of the corporation available for dividends, a reserve or reserves for working capital or for any other lawful purposes, and also to abolish any such reserve in the same manner in which it was created.

(d) To determine from time to time whether and to what extent, and at what time and places, and under what conditions and regulations the accounts and books of the corporation, or any of the books, shall be open for inspection by the shareholders and no shareholder shall have any right to inspect any account or book or document of the corporation except as conferred by the laws of the State of Florida, unless and until authorized to do so by resolution of the Board of Directors or of the shareholders.

(e) The Board of Directors may, by resolution, provide for the issuance of stock certificates to replace lost or destroyed certificates.

ARTICLE XII

If the By-Laws so provide, the shareholders and the Board of Directors of the corporation shall have the power to hold their meetings, to have an office or offices, and to keep the books of the corporation, subject to the provisions of the laws of the State of Florida, outside of said state at such place or places as may be designated from time to time by the Board of Directors.

The corporation may, in its By-Laws, confer powers upon the Board of Directors in addition to those granted by these Articles of Incorporation, and in addition to the powers and authority expressly conferred upon them by the laws of the State of Florida.

Election of directors need not be by ballot unless the By-Laws so provide.

Directors shall be entitled to reasonable fees for their attendance at meetings of the Board of Directors.

ARTICLE XIII

In case the corporation enters into contracts or transacts business with one or more of its directors, or with any firm of which one or more of its directors are members, or with any other corporation or association of which one or more of its directors are shareholders, directors, or officers, such contracts or transactions shall not be invalidated or in any way affected by the fact that such director or directors have or may have an interest therein which is or might be adverse to the interest of this corporation, provided that such contracts or transactions are in

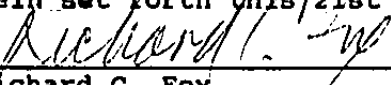
the usual course of business.

In the absence of fraud, no contract or other transaction between this corporation and any other corporation or any individual or firm, shall in any way be affected or invalidated by the fact that any of the directors of this corporation is interested in such contract or transaction, provided that such interest shall be fully disclosed or otherwise known to the Board of Directors in the meeting of such Board at which time such contract or transaction was authorized or confirmed, and provided, however, that any such directors of this corporation who are so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this corporation which shall authorize or confirm such contract or transaction, and any such director may vote thereon to authorize any such contract or transaction with the like force and effect as if he were not such director or officer of such other corporation or not so interested.

ARTICLE XIV

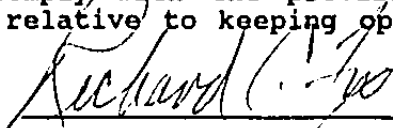
The corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter prescribed by law, and all rights and powers conferred herein upon shareholders, directors, and officers are subject to this reserved power.

IN WITNESS WHEREOF, I, the undersigned, for the purpose of forming a corporation pursuant to the laws of the State of Florida, have hereunto duly executed the foregoing Articles of Incorporation to be filed in the Office of the Secretary of the State of Florida for the purposes therein set forth this 21st day of August, 1996.


Richard C. Fox

ACCEPTANCE OF DESIGNATION

Having been named to accept service of process for the above stated corporation, at the place designated, I hereby accept to act in this capacity, and agree to comply with the provisions of Section 48.091, Florida Statutes, relative to keeping open said office.



P96000070603

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

MILLENIANET, INC., a Delaware Corporation not qualified

INTO

MILLENNIANET, INC., a Florida corporation, P96000070603.

File date: September 23, 1996

Corporate Specialist: Karen Gibson

CAPITAL CONNECTION, INC.
 417 E. Virginia Street, Suite 1, Tallahassee, FL 32301 (904) 222-1222
 Mailing Address: Post Office Box 103, Tallahassee, FL 32302
 TOLL FREE No. 1-800-342-8062
 FAX (904) 222-1222

P9600070603

NAME _____
 FIRM _____
 ADDRESS _____

PHONE () _____

Service: Top Priority _____ Regular _____
 One Day Service Two Day Service

To us via _____ Return via _____

Matter No.: _____ Express Mail No. _____

State Fee \$ _____ Our \$ _____

96 SEP 23 PM 9 18
 CAPITAL CONNECTION

Meigel
KPF
9/23/96

REQUEST	TAKEN	CONFIRMED	APPROVED
DATE	_____	_____	_____
TIME	_____	_____	CK No. _____
BY	_____	_____	_____

WALK-IN
 Will Pick Up 9/23/96 12:00

	C.C. FEE.	DISBURSED
Capital Express™	_____	_____
Art. of Inc. File	_____	_____
Corp. Record Search	_____	_____
Ltd. Partnership File	_____	_____
Foreign Corp. File	_____	_____
() Cert. Copy(s)	_____	_____
Art. of Amend. File	_____	_____
Dissolution/Withdrawal	_____	_____
C U S.	_____	_____
Fictitious Name File	_____	_____
Name Reservation	_____	_____
Annual Report/Financial Statement	_____	_____
Reg. Agent Service	_____	_____
Document Filing	_____	_____
Corporate Kit	_____	_____
Vehicle Search	_____	_____
Driving Record	_____	_____
Document Retrieval	_____	_____
UCC 1 or 3 File	_____	_____
UCC 11 Search	_____	_____
UCC 11 Retrieval	_____	_____
File No.'s. _____ Copies	_____	_____
Courier Service	_____	_____
Shipping/Handling	_____	_____
Phone ()	_____	_____
Top Priority	_____	_____
Express Mail Prep.	_____	_____
FAX () pgs.	_____	_____
SUBTOTALS	_____	_____

FEE.....	\$	_____
DISBURSED.....	\$	_____
SURCHARGE.....	\$	_____
TAX on corporate supplies.....	\$	_____
SUBTOTAL.....	\$	_____
PREPAID.....	\$	_____
BALANCE DUE.....	\$	_____
	\$	_____

Please remit invoice number with payment
TERMS: NET 10 DAYS FROM INVOICE DATE
 1 1/2% per month on Past Due Amounts
 Past 30 Days, 18% per Annum

THANK YOU
 from
 Your Capital Connection

ARTICLES/CERTIFICATE OF MERGER

MILLENNIANET, INC.
(a Florida corporation)

AND

MILLENNIANET, INC.
(a Delaware corporation)

The undersigned corporations, desiring to redomicile a Delaware corporation, MilleniaNet, Inc., in Florida, by merging said Delaware corporation, as the merging corporation, with and into MilleniaNet, Inc., a newly-organized Florida corporation formed for the purpose, as the surviving corporation, hereby sign, seal, and present for filing these Articles/Certificate of Merger as required by the respective corporate laws of Delaware and Florida, as follows:

1. The names of the constituent corporations are:
Merging Corporation: MilleniaNet, Inc., a Delaware corporation
Surviving Corporation: MilleniaNet, Inc., a Florida corporation
2. The address of both corporations is:
3800 Galt Ocean Drive
Ft. Lauderdale, Florida 33308
3. The Plan and Agreement of Merger of the constituent corporations is attached hereto, as Exhibit A, made a part hereof, and incorporated herein by reference.
4. The Plan and Agreement of Merger was adopted by the majority vote of the shareholders of the merging corporation and the incorporator of the surviving corporation on September 16, 1996, and has been approved, certified, executed and acknowledged by each of the constituent corporations. A copy of the Plan and Agreement of Merger is on file at the principal place of business of the surviving corporation and a copy thereof will be furnished by said surviving corporation to any stockholder of either constituent corporation.
5. The merger shall be effective upon the filing of these Articles of Merger in the states of Delaware and Florida, as the date of the last filing in either state.
6. The surviving corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of the merging corporation, or of any obligation of the surviving corporation arising from the merger, including any suit or other proceeding to enforce the right of any stockholders in any appraisal proceedings. The surviving corporation

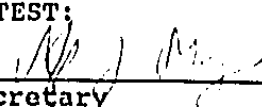
ARTICLES/CERTIFICATE OF MERGER
MILLENNIANET, INC. and MILLENIANET, INC.
PAGE 2

irrevocably appoints the Secretary of State of Delaware as its
agent to accept service of process and to send it to:

3800 Galt Ocean Drive
Ft. Lauderdale, Florida 33308

IN WITNESS WHEREOF, the constituent corporations have executed
these Articles/Certificate of Merger this 16th day of September,
1996.

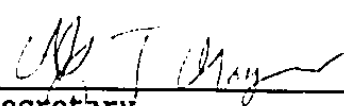
ATTEST:


Secretary

MILLENNIANET, INC. (Florida)

By: 

ATTEST:


Secretary

MILLENIANET, INC. (Delaware)

By: 

PLAN AND AGREEMENT OF MERGER

MILLENNIANET, INC.
AND
MILLENIANET, INC.

This PLAN AND AGREEMENT OF MERGER, dated this 16th day of September, 1996, made pursuant to Sections 607.1101 of the Florida General Corporation Act, and Sections 251 and 252 of the Delaware General Corporation Law, by and between:

MILLENNIANET, INC., a Florida business corporation having its principal business office located at 3800 Galt Ocean Drive, Fort Lauderdale, Florida 33308 (hereinafter sometimes referred to as the "surviving corporation");

AND

MILLENIANET, INC., a Delaware business corporation having its principal business office located at 3800 Galt Ocean Drive, Fort Lauderdale, Florida 33308 (hereinafter sometimes referred to as the "merging corporation");

WITNESSETH THAT:

WHEREAS, MILLENNIANET, INC. and MILLENIANET, INC. (hereinafter jointly referred to as the "constituent corporations") desire to merge into a single corporation;

WHEREAS, MILLENNIANET, INC., by its Articles of Incorporation which was issued on August 26, 1996 is authorized to issue 2,000,000 shares of undesignated Preferred Stock, none of which is presently issued and outstanding, and 25,000,000 shares of Common Stock, none of which is presently issued and outstanding;

WHEREAS, MILLENIANET, INC., by its Certificate of Incorporation which was issued on March 22, 1996 is authorized to issue 5,000,000 shares of undesignated Preferred Stock, having a par value of \$.001 per share, none of which is presently issued and outstanding, and 15,000,000 shares of Common Stock, having a par value of \$.001 per share, of which 1,040,000 shares are issued and outstanding;

NOW THEREFORE, the constituent corporations, in consideration

of the mutual covenants, agreements and provisions hereinafter contained do hereby prescribe the terms and conditions of their Merger and the mode of carrying the same into effect, as follows:

ARTICLE I
THE MERGER

1. Immediately following execution hereof, each of the parties shall call a meeting of its Board of Directors which by resolution, shall approve and adopt this Plan and Agreement of Merger as a plan of reorganization within the provisions of Section 368 (a)(1)(A) of the Internal Revenue Code.

2. (a) This Plan and Agreement of Merger shall be submitted to a vote of the shareholders of MILLENNIANET, INC. for approval under Section 607.1103 of the Florida General Corporation Act.

(b) This Plan and Agreement of Merger shall be submitted to a vote of the shareholders of MILLENNIANET, INC. for approval under Sections 252 and 251(c) of the Delaware General Corporation Law.

(c) The Merger contemplated by this Plan and Agreement of Merger shall automatically become effective (after receiving the affirmative vote of the shareholders owning a majority of the issued and outstanding shares of the common stock of the constituent corporations) upon the filing of the Articles of Merger with the Florida Department of State and the Delaware Secretary of State.

(d) The Articles/Certificate of Merger shall be filed on or before October 1, 1996.

3. Upon effectiveness of this Plan and Agreement of Merger and meeting of all conditions precedent, MILLENNIANET, INC. shall merge MILLENNIANET, INC. into itself and MILLENNIANET, INC. shall merge into and with MILLENNIANET, INC., which shall be the surviving corporation and MILLENNIANET, INC. shall continue for all purposes while the separate existence of MILLENNIANET, INC. shall cease.

4. On or before October 1, 1996, following effectiveness of

this Plan and Agreement of Merger, the officers of the surviving corporation shall prepare, execute, and file Articles of Merger with the Florida and Delaware Departments of State and take all other actions necessary to formalize the Merger, pursuant to Sections 607.1105 of the Florida General Corporation Act and Sections 251 and 252 of the Delaware General Corporation Law.

5. Upon the Merger becoming effective:

(a) The Certificate of Incorporation of MILLENNIANET, INC. as in effect on the date of the Merger becoming effective shall continue in full force and effect as the Certificate of Incorporation of the surviving corporation.

(b) The Bylaws of MILLENNIANET, INC. as in effect on the date of the Merger becoming effective shall continue in full force and effect as the Bylaws of the surviving corporation.

(c) The directors and officers of the merging corporation shall become the directors and officers of the surviving corporation and serve until the next annual meeting of shareholders and until their successors shall have been elected and qualified. Such directors and officers are:

Directors:	Tracy L. Hackett, Chairman
	Alfred Mogavero
	Nicholas T. Pappas
	Jessie Pahng

Officers:	President: Tracy L. Hackett
	Vice President - Sales: Alfred Mogavero
	Vice President - Management Information:
	Nicholas T. Pappas
	Secretary: Alfred Mogavero
	Treasurer: Alfred Mogavero
	Art Director: Jessie Pahng

(d) All the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merging corporation shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed and all property, rights, and every other interest of the surviving corporation and the merging corporation shall be as effectively the property of the surviving corporation

as they were of the surviving corporation and the merged corporation respectively.

7. All rights of creditors and all liens upon any property of the constituent corporations shall be preserved unimpaired and all debts, liabilities, and duties of the merging corporation shall thenceforth 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 such surviving corporation.

8. The merging corporation hereby agrees that, from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds, bills of sale, assignments, documents, and instruments, and to take or cause to be taken such further or other action as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merging corporation acquired or to be acquired by reason of or as a result of the Merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the surviving corporation are fully authorized in the name of the merging corporation or otherwise to take any and all such action.

9. The manner of converting the outstanding shares of the capital stock of the merging corporations into the shares of the surviving corporation shall be as follows:

The issued and outstanding shares of Common Stock of MILLENNIANET, INC., consisting of 1,040,000 shares of \$.001 par value Common Stock, and all rights in respect thereof, shall automatically be converted, without any action on the part of the holder thereof, into that number of fully paid and nonassessable into shares of the Common Stock of MILLENNIANET, INC. calculated in accordance with Article II Section 4 below.

10. Providing this agreement closes, the surviving

corporation shall pay all the reasonable and ordinary expenses of carrying this Agreement into effect and of accomplishing the Merger, and shall make all requisite payments to any dissenting shareholders. If this agreement does not close, MILLENNIANET, INC. shall pay all costs and expenses of the failed merger including the legal (Richard C. Fox, Esq.) and accounting (Thomas P. Monahan) expenses of MILLENNIANET, INC.

11. Except as herein specifically set forth, the identity, existence, purposes, powers, objects, franchises, privileges, rights, and immunities of MILLENNIANET, INC. shall continue unaffected and unimpaired by the Merger and the corporate franchises, existence and rights of MILLENNIANET, INC. shall be merged into MILLENNIANET, INC. and MILLENNIANET, INC. shall, as the surviving corporation, be fully vested therewith. At the effective time of the Merger, the separate existence of MILLENNIANET, INC. shall cease, and in accordance with the terms of this agreement the surviving corporation shall possess all the rights, privileges, powers, and franchises, as well of a public as of a private nature, and be subject to all the restrictions, disabilities, and duties, of each of the constituent corporations, and all and singular, the rights, powers, and franchises and all property, real, personal, and mixed, and all debts due on whatever account, including stock subscriptions, and all other things in action and all and every other interest of or belonging to or due to each of the constituent corporations shall be taken and deemed to be transferred to and vested in the surviving corporation without further act or deed; and all property, rights, 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 the merging corporation; and the title to any real estate, or interest therein, whether by deed or otherwise, under the laws of Florida and Delaware vested in such corporation, shall not revert or be in any way impaired by reason of the Merger. The surviving corporation shall thenceforth be responsible and liable for all the liabilities and obligations of the constituent corporations, and any claim

existing or action or proceeding pending by or against the merging corporation may be prosecuted as if the Merger had not taken place, or the surviving corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the constituent corporations shall be impaired by the Merger, and all debts, liabilities, and duties of each of said constituent corporations shall attach to the surviving corporation, and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it.

ARTICLE II
REPRESENTATIONS, WARRANTIES AND AGREEMENTS
OF
MILLENNIANET, INC.

MILLENNIANET, INC., intending MILLENNIANET, INC. and its officers, directors and stockholders to rely thereon, represents, warrants and agrees as follows:

1. MILLENNIANET, INC. is, as of the date of this Agreement, a validly existing corporation in good standing, duly organized pursuant to the laws of the State of Florida, with all legal and corporate authority and power to conduct its business as now being conducted and to own its properties and it possesses all necessary permits and licenses required in connection with the conduct of its business.

2. The conduct of MILLENNIANET, INC.'S business is in full compliance with all applicable, federal, state and local governmental statutes, rules, regulations, ordinances and decrees.

3. Pursuant to its Articles of Incorporation as amended MILLENNIANET, INC. is authorized to issue 50,000,000 shares of Common Stock, \$.001 par value per share, 5,441,060 shares of which are currently issued and outstanding. In addition, there are 5,157,466 Common Stock Purchase Warrants currently issued and outstanding. Between the date of this Agreement and the Merger Date Florida One Capital Corporation may issue up to 2,000,000 shares of its Common Stock in a private placement and may issue

1,000,000 shares of its Common Stock to Richard C. Fox as a finder's fee. There are no other authorized or outstanding securities of any class or of any kind or character of the corporation and, except as reflected in this Agreement, there are no outstanding subscriptions, options, warrants or other agreements or commitments obligating the corporation, to issue or to sell any additional shares of MILLENNIANET, INC.'S stock or any options or rights with respect thereto, or any securities convertible into any shares of stock of any class.

4. Upon issuance of the Common Stock of MILLENNIANET, INC. to the stockholders of MILLENNIANET, INC., those stockholders will become the owners of 100% of the corporation's authorized, issued and outstanding Capital Stock.

5. The execution and delivery of this Agreement, the consummation of the transactions herein contemplated and compliance with the terms of this Agreement will not result in a breach of any of the terms or provisions of, or constitute a default under, the Articles of Incorporation or By-Laws of MILLENNIANET, INC.; any indenture, other agreement or instrument to which the corporation is a party or by which it or its assets are bound; or any applicable regulation, judgment, order or decree of any governmental instrumentality or court, domestic or foreign, having jurisdiction over the corporation, its securities or its properties.

6. MILLENNIANET, INC. is not a party to any written or oral agreement which grants an option or right of first refusal or other arrangement to acquire any of the stock or to any agreement that affects the voting rights of any of the stock, nor has the company made any commitment of any kind relating to the issuance of shares of any of its stock, whether by subscription, right of conversion, option or otherwise.

7. MILLENNIANET, INC. is not a party to any agreement or understanding for the sale or exchange of inventory or services for consideration other than cash or at a discount in excess of normal discount for quantity or cash payment.

8. MILLENNIANET, INC. has filed with the appropriate governmental agencies all tax returns and tax reports required to be filed, in correct form; all federal, state and local income, franchise, sales, use, occupation or other taxes due have been fully paid or adequately reserved for; to the extent that tax liabilities have accrued, but have not become payable, they are adequately reflected as liabilities on the books of the company; and MILLENNIANET, INC. is not a party to any action or proceeding by any governmental authority for assessment or collection of taxes, nor has any claim for assessments been asserted against MILLENNIANET, INC..

9. There are presently no contingent liabilities, factual circumstances, threatened or pending litigation, contractually assumed obligations or unasserted possible claims which are known to MILLENNIANET, INC., which might result in a material adverse change in the future financial condition or operations of MILLENNIANET, INC. other than as previously disclosed to MILLENNIANET, INC. or reflected in MILLENNIANET, INC.'s financial statements provided to MILLENNIANET, INC.

10. The execution, delivery and performance of this Agreement and the transactions contemplated hereby do not require the consent, authority or approval of any other person or entity except such as have been obtained.

11. No transactions have been entered into either by or on behalf of MILLENNIANET, INC., other than in the ordinary course of business nor have any acts been performed (including within the definition of the term "performed" the failure to perform any required acts) which would adversely affect the goodwill of MILLENNIANET, INC.;

12. The entering into of this Agreement and the performance thereof has been duly and validly authorized by all required corporate action and does not require any consents other than such as have been unconditionally obtained.

The foregoing representations, warranties and agreements shall be true and correct as of the effective date of the Merger. Such

representations, warranties and agreements shall survive the Merger until April 15, 1997. None of such representations, warranties and agreements contain, or shall contain as of the effective date of the Merger, any false or misleading statement of a material fact or omit, as of the effective date of the Merger, to state any material fact necessary in order to make the representations, warranties and agreements not misleading.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF MILLENIANET, INC.

MILLENIANET, INC., intending MILLENNIANET, INC. to rely thereon, represents, warrants and agrees as follows:

1. MILLENIANET, INC. is, as of the date of this Agreement, a validly existing corporation in good standing, duly organized pursuant to the laws of the State of Delaware, with all legal and corporate authority and power to conduct its business as now being conducted and to own its properties and it possesses all necessary permits and licenses required in connection with the conduct of its business.

2. The conduct of MILLENIANET, INC.'s business is in full compliance with all applicable, federal, state and local governmental statutes, rules, regulations, ordinances and decrees.

3. Pursuant to its Articles of Incorporation MILLENIANET, INC. is authorized to issue 20,000,000 shares of capital stock, consisting of 15,000,000 shares of Common Stock, \$.001 par value per share, and 5,000,000 shares of Preferred Stock, \$.001 par value per share, of which 751,428 shares of Common Stock are issued and outstanding and no shares of Preferred Stock are outstanding. There are no other authorized or outstanding securities of any class or of any kind or character of the corporation and, except as reflected in this Agreement, there are no outstanding subscriptions, options, warrants or other agreements or commitments obligating the corporation, to issue or to sell any additional

shares of MILLENIANET, INC.'S stock or any options or rights with respect thereto, or any securities convertible into any shares of stock of any class, except as set forth on Exhibit B attached hereto.

4. The execution and delivery of this Agreement, the consummation of the transactions herein contemplated and compliance with the terms of this Agreement will not result in a breach of any of the terms or provisions of, or constitute a default under, the Articles of Incorporation or By-Laws of MILLENIANET, INC.; any indenture, other agreement or instrument to which the corporation is a party or by which it or its assets are bound; or any applicable regulation, judgment, order or decree of any governmental instrumentality or court, domestic or foreign, having jurisdiction over the corporation, its securities or its properties.

5. MILLENIANET, INC. is not a party to any written or oral agreement which grants an option or right of first refusal or other arrangement to acquire any of the stock or to any agreement that affects the voting rights of any of the stock, nor has the company made any commitment of any kind relating to the issuance of shares of any of its stock, whether by subscription, right of conversion, option or otherwise, other than the intention to engage in an issuance pursuant to Rule 504 of Regulation D.

6. MILLENIANET, INC. is not a party to any agreement or understanding for the sale or exchange of inventory or services for consideration other than cash or at a discount in excess of normal discount for quantity or cash payment.

7. MILLENIANET, INC. has filed with the appropriate governmental agencies all tax returns and tax reports required to be filed in correct form; all federal, state and local income, franchise, sales, use, occupation or other taxes due have been fully paid or adequately reserved for; to the extent that tax liabilities have accrued, but have not become payable, they are adequately reflected as liabilities on the books of the company; and MILLENIANET, INC. is not a party to any action or proceeding by

any governmental authority for assessment or collection of taxes, nor has any claim for assessments been asserted against MILLENNIANET, INC.

8. There are presently no contingent liabilities, factual circumstances, threatened or pending litigation, contractually assumed obligations or unasserted possible claims which are known to MILLENNIANET, INC., which might result in a material adverse change in the future financial condition or operations of MILLENNIANET, INC. other than as previously disclosed to MILLENNIANET, INC. or reflected in MILLENNIANET, INC.'S financial statements provided to MILLENNIANET, INC..

9. The execution, delivery and performance of this Agreement and the transactions contemplated hereby do not require the consent, authority or approval of any other person or entity except such as have been obtained.

10. No transactions have been entered into either by or on behalf of MILLENNIANET, INC., other than in the ordinary course of business nor have any acts been performed (including within the definition of the term "performed" the failure to perform any required acts) which would adversely affect the goodwill of MILLENNIANET, INC..

11. The entering into of this Agreement and the performance thereof has been duly and validly authorized by all required corporate action and does not require any consents other than such as have been unconditionally obtained.

12. The audited financial statement for MILLENNIANET, INC. for the period ended March 31, 1996 and the audited financial statement for MILLENNIANET, INC. furnished to MILLENNIANET, INC. shall be true and complete, prepared in conformity with generally accepted accounting principles consistently applied during the periods, and present fairly the (consolidated) financial position, results of operations, and changes in financial position, of MILLENNIANET, INC. and its subsidiaries.

13. No adverse material change in the business or consolidated financial position since March 31, 1996 has occurred

and no event, condition or state of facts which materially and adversely affects, or threatens to materially and adversely affect, the business or results of operations or financial condition of MILLENIANET, INC.

14. There are no loans to officers, directors and/or shareholders of MILLENIANET, INC.

15. There is no suit, action, or legal, administrative, arbitration or other proceeding or governmental investigation, or any change in the zoning, building, or licensing ordinances affecting the real property or any significant leasehold interests of MILLENIANET, INC. and its subsidiaries, pending or threatened, which might affect the business, financial condition, or earnings of MILLENIANET, INC.

The foregoing representations, warranties and agreements shall be true and correct as of the effective date of the Merger. Such representations, warranties and agreements shall survive the Merger until April 15, 1997. None of such representations, warranties and agreements contain, or shall contain as of the effective date of the Merger, any false or misleading statement of a material fact or omit, as of the effective date of the Merger, to state any material fact necessary in order to make the representations, warranties and agreements not misleading.

ARTICLE IV

CONDUCT OF MILLENIANET, INC. BEFORE CLOSING

From the execution of this Agreement to Closing, MILLENIANET, INC. shall not take any action, or enter into any agreement, that would constitute or cause any inducement, representation or warranty of MILLENIANET, INC. contained in this Agreement to become untrue, nor to take any action or enter into any agreement, that would constitute, or cause, a breach of this Agreement. Specifically, but not in limitation of the foregoing, MILLENIANET, INC. shall not:

- (a) enter into any employment/consulting or consulting agreement or otherwise create any employment relationship or salary/wage/compensation/remuneration liability;
- (b) amend its Articles of Incorporation and/or By-Laws;
- (c) issue or agree to issue any stock or other securities, including any right, warrant or option to purchase or otherwise acquire any of its stock or securities convertible thereinto;
- (d) issue any bonds, debentures, notes or other evidences of indebtedness;
- (e) declare or pay any dividend (whether in cash, property, or securities);
- (f) purchase or redeem any of its stock.

MILLENIANET, INC. will use its best efforts to preserve intact the business organization of MILLENIANET, INC., to keep available to it the services of its present officers and employees, to preserve its present relationships with persons having significant business relations with it, to maintain all of its properties in customary repair and condition and to maintain insurance policies in respect of its business and properties consistent with current practice.

ARTICLE VII

CONDUCT OF PARTIES PENDING CLOSING

1. MILLENNIANET, INC. and MILLENIANET, INC. each agrees to give to the other and the authorized representatives of the other full access to all the premises and books and records of it and to furnish the other with such financial and operating data and other information with respect to the business and properties of it as the other shall from time to time request; provided, however, that any such investigation shall not affect any of the representations and warranties hereunder; and provided further, that any such investigation shall be conducted in such manner as not to interfere unreasonably with the operation of the business of the other. In the event of termination of this agreement, MILLENIANET, INC. and MILLENNIANET, INC. will each return to the other all documents,

work papers and other material obtained from the other in connection with the transactions contemplated hereby and will use all reasonable efforts to keep confidential any information obtained pursuant to this agreement unless such information is readily ascertainable from public or published information or trade sources.

2. The Boards of Directors of MILLENNIANET, INC. and MILLENIANET, INC., respectively, will recommend to the stockholders of MILLENNIANET, INC. and MILLENIANET, INC. that such stockholders adopt this agreement. MILLENNIANET, INC. and MILLENNIANET, INC. agree to submit this agreement to their respective stockholders for adoption, all as provided by law and their respective Certificates of Incorporation.

3. MILLENIANET, INC. will deliver to MILLENNIANET, INC. prior to the effective date of the Merger a schedule listing all MILLENIANET, INC. Affiliates (the "MILLENIANET, INC. Affiliates Schedule") and all holders of MILLENIANET, INC. securities issued pursuant to any agreements or plans imposing restrictions on the rights of resale of such securities, and the amounts of such securities and the numbers of the certificates representing the same, for the purpose of permitting MILLENNIANET, INC. to imprint appropriate legends on the certificates representing the shares of MILLENNIANET, INC. Common Stock to be issued pursuant to the Merger to MILLENIANET, INC. Affiliates or in exchange for restricted securities of MILLENIANET, INC. For the purposes of this agreement MILLENIANET, INC. "Affiliates" means: (a) any person directly or indirectly controlling, MILLENIANET, INC.; (b) any person owning or controlling 10% or more of the outstanding voting securities of such controlling person; (c) any officer, director, or partner of MILLENIANET, INC.; and (d) if such other person is an officer, director or partner, any company for which such person acts in such capacity.

4. Each of MILLENIANET, INC. and MILLENNIANET, INC. shall use its best efforts to obtain the consent or approval of each person whose consent or approval shall be required in order to

permit MILLENIANET, INC. or MILLENNIANET, INC., as the case may be, to consummate the Merger.

ARTICLE V

CONDUCT OF SURVIVING CORPORATION AFTER CLOSING

1. MILLENIANET, INC. represents and warrants that, after the Merger, when it has become the controlling constituent of the surviving corporation, it shall perform all acts necessary to maintain and foster the market status of the securities of the merging and surviving corporations

2. Following the Merger, the surviving corporation intends to engage in a stock issuance pursuant to Rule 504 of Regulation D.

ARTICLE VI

MISCELLANEOUS

1. NOTICES. All notices to a party shall be deemed given when mailed by registered or certified mail to the address at the head of this Agreement or such other address as may be substituted therefor.

2. INTEGRATION. This Agreement is the entire Agreement among the parties and supersedes any prior agreement(s) among the parties with respect thereto except as herein specified. No alteration, modification, or waiver of term or condition hereof shall be binding unless in writing and signed by all parties.

3. AMENDMENTS. This Agreement may be amended only with the written approval of the party to be charged therewith; provided, however, that no such amendment may be made that would cause a breach of any warranty or representation herein.

4. NO ASSIGNMENT. This agreement may not be assigned by either party or by operation of law or otherwise.

5. CONSTRUCTION. Whenever required by the context hereof: the masculine gender shall be deemed to include the feminine and neuter; and the singular member shall be deemed to include the

plural. Time is expressly declared to be of the essence of this Agreement.

6. INTERPRETATION. It is the intent of the parties that this Agreement shall be construed and interpreted, and that all questions arising hereunder shall be determined in accordance with the provisions of the laws of the State of Florida.

7. ARBITRATION. Any controversy, claim or dispute arising out of or resulting from this Agreement, or the breach thereof, that cannot be resolved by negotiation, shall be resolved by arbitration, to be held in Broward County, Florida, in accordance with the rules and regulations of the American Arbitration Association, except that the provisions for discovery shall be as set forth in the Rules of Civil Procedure then in effect in Florida. Failure of a party to participate or cooperate shall constitute grounds for default judgment. The arbitrator shall award legal fees and costs to the prevailing party. The decision of the arbitrator shall in each case, including awards and the allocation of costs, be final and binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction thereof.

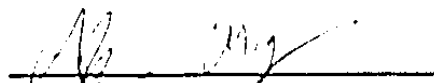
8. COUNTERPARTS. This Agreement may be executed in two or more counterparts, any one of which shall be deemed to be an original.

9. BROKERS' OR FINDERS' FEES. This merger is being done solely to change the domicile of the merging corporation to Florida. No agent, broker, person, or firm acting on behalf of either party or any of their subsidiaries or under the authority of any of them is or will be entitled to any commission or broker's or finder's fee or financial advisory fee in connection with any of the transactions contemplated herein.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have hereunto set their hands and seals the day and year

first above written.

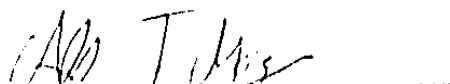
ATTEST:


Secretary

MILLENNIANET, INC.

By: 

ATTEST:


Secretary

MILLENNIANET, INC.

By: 