

PG8000107450

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SECRET
DIVISION OF CORPORATIONS
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MERGER OR SHARE EXCHANGE

FREEYELLOW.COM INC.

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Certificate of Status	0
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ARTICLES OF MERGER
Merger Sheet

MERGING:

FY ACQUISITION CORP., A DELAWARE CORPORATION NOT QUALIFIED IN THE STATE
OF FLORIDA

INTO

FREEYELLOW.COM INC., a Florida entity, P98000107450

File date: October 22, 1999

Corporate Specialist: Michael Mays

ARTICLES OF MERGER

The undersigned, the President of FreeYellow.com Inc., a Florida corporation, and the President of FY Acquisition Corp., a Delaware corporation, hereby certify in connection with the merger of FreeYellow.com Inc. and FY Acquisition Corp. that:

First. The name and jurisdiction of the surviving corporation is as follows:

Name	Jurisdiction	
FreeYellow.com Inc.	Florida	998-107450

Second. The name and jurisdiction of the merging corporation is as follows:

Name	Jurisdiction
FY Acquisition Corp.	Delaware

Third. The Agreement and Plan of Merger is attached as Exhibit A and is hereby incorporated by reference.

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

Fifth. The Agreement and Plan of Merger was adopted by the shareholder of the surviving corporation by unanimous written consent pursuant to section 607.0821 of the Florida Business Corporation Act ("FBCA") on October 22, 1999.

Sixth. The Agreement and Plan of Merger was adopted by the shareholder of the merging corporation by unanimous written consent pursuant to section 228 of the Delaware General Corporation Law ("DGCL") on October 22, 1999.

* * * * *

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FreeYellow.com Inc. has caused this Certificate to be signed by John P. Molino, its authorized officer, this 22nd day of October, 1999.

FREEYELLOW.COM INC.

By: _____
Name: John P. Molino
Title: President

FY Acquisition Corp. has caused this Certificate to be signed by Russell C. Horowitz, its authorized officer, this 22nd day of October, 1999.

FY ACQUISITION CORP.

By: 
Name: Russell C. Horowitz
Title: President

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FreeYellow.com Inc. has caused this Certificate to be signed by John P. Molino, its authorized officer, this 22 day of October, 1999.

FREEYELLOW.COM INC.

By: 
Name: John P. Molino
Title: President

FY Acquisition Corp. has caused this Certificate to be signed by Russell C. Horowitz, its authorized officer, this _____ day of October, 1999.

FY AQUISITION CORP.

By: _____
Name: Russell C. Horowitz
Title: President

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Exhibit A

AGREEMENT AND PLAN OF MERGER

The following plan of merger is submitted in compliance with section 607.1101 of the Florida Business Corporation Act ("FBCA").

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

<u>Name</u>	<u>Jurisdiction</u>
FreeYellow.com Inc.	Florida

Second: The name and jurisdiction of the merging corporation is:

<u>Name</u>	<u>Jurisdiction</u>
FY Acquisition Corp.	Delaware

Third: The terms and conditions of the merger are as follows:

At the Effective Time of the Merger FY Acquisition Corp. ("Acquisition Corp") shall be merged with and into FreeYellow.com Inc. (the "Company"), the separate corporate existence of Acquisition Corp. shall cease, and the Company shall continue as the surviving corporation.

(a) Certificate of Incorporation. The Articles of Incorporation of the Company., as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation until thereafter amended in accordance with the Florida Business Corporation Act ("FBCA").

(b) By-Laws. The By-Laws of Acquisition Corp., as in effect immediately prior to the Effective Time, shall be the By-Laws of the Surviving Corporation until thereafter amended in accordance with the FBCA, the Articles of Incorporation of the Surviving Corporation and such By-Laws.

(c) Effect of the Merger. At the Effective Time all the property, rights, privileges, powers and franchises of the Company and Acquisition Corp. shall vest in the Surviving Corporation, and all debts, liabilities and duties of the

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Company and Acquisition Corp. shall become the debts, liabilities and duties of the Surviving Corporation.

(d) Consideration. The consideration payable in the Merger to holders of shares of the Company's capital stock ("Company Capital Stock"), shall consist of shares of (a) the Common Stock, \$.01 par value per share, of the Parent ("Parent Common Stock"), and (b) cash, such shares of Parent Common Stock and cash to be issuable at the Closing in accordance with the terms of this Agreement. Such shares of Parent Common Stock issuable and cash payable at the Closing as provided herein shall in the aggregate be referred to as the "Merger Consideration."

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

Conversion of Shares. Each share of Company Capital Stock issued and outstanding as of the effective time of the Merger (the "Effective Time") shall, by virtue of the Merger and without any action on the part of the holder thereof, automatically be converted into (A) an amount in cash equal to the quotient obtained by dividing (x) \$1,000,000 less the amount equal to the unpaid principal and unpaid accrued interest and expenses under the promissory note (the "Note") made by the Company in favor of the Parent dated September 22, 1999 in an aggregate amount of \$15,000, by (y) the total number of Fully Diluted Shares (as herein defined) as of the Effective Time and (B) that number of shares of Parent Common Stock as shall be obtained by dividing (i) the number of shares obtained by dividing \$18,500,000 by the Closing Market Price (as hereinafter defined) by (ii) the total number of Fully Diluted Shares (as herein defined). Such resulting quotients are collectively referred to herein as the "Exchange Ratio." "Fully Diluted Shares" shall be equal to the total number of outstanding shares of Company Capital Stock, immediately prior to the Effective Time, calculated on a fully diluted, fully converted basis as though all convertible debt, membership interests and equity securities and options (whether vested or unvested) and warrants had been converted or exercised. The aggregate number of shares of Parent Common Stock issued pursuant to this section shall be referred to in this Agreement as the "Merger Shares." For purposes of this Agreement, the term "Closing Market Price" shall mean the average of the closing prices for shares of Parent Common Stock on The Nasdaq National Market for each of the five trading days ending immediately prior to the Effective Time.

Acquisition Corp. Shares. Each share of common stock, par value \$0.01 per share, of FY Acquisition Corp. (the "Acquisition Corp.") issued and outstanding at the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, automatically be converted into one fully paid and

nonassessable share of common stock of the Surviving Corporation, as such shares of common stock are constituted immediately following the Effective Time.

Exchange of Certificates.

(a) At the Closing, certificates (the "Certificates") representing all of the issued and outstanding shares of Company Capital Stock shall be surrendered for cancellation and termination in the Merger. At the Effective Time, each Certificate shall be canceled in exchange for the amount in cash and a certificate representing the number of whole shares of Parent Common Stock (other than the Escrow Deposit, as defined below) into which the Company Capital Stock evidenced by the Certificates so surrendered shall have been converted pursuant to Article Fourth of this Agreement. Such certificates representing shares of Parent Common Stock will be delivered to the shareholder within ten (10) business days after the Closing. The cash component of the Merger Consideration shall, at Closing, be wired to an account designated by the shareholder for further distribution to the shareholder, less any expenses allocated to the shareholder. Until surrendered, each outstanding Certificate which prior to the Effective Time represented shares of Company Capital Stock shall be deemed for all corporate purposes to evidence ownership of (A) the number of whole shares of Parent Common Stock into which the shares of Company Capital Stock have been converted and (B) the amount of cash issuable upon conversion of such shares of Company Capital Stock, but shall have no other rights. From and after the Effective Time, the holders of shares of Company Capital Stock shall cease to have any rights in respect of such shares and their rights shall be solely in respect of the amount of cash and Parent Common Stock into which such shares of Company Capital Stock have been converted.

(b) If any cash is to be paid and any shares of Parent Common Stock are to be issued in the name of a person other than the person in whose name the Certificate(s) surrendered in exchange therefor is registered, it shall be a condition to the issuance of such shares that (i) the Certificate(s) so surrendered shall be transferable and shall be properly assigned, endorsed or accompanied by appropriate stock powers, (ii) such transfer shall otherwise be proper and (iii) the person requesting such transfer shall pay Parent, or its exchange agent, any transfer or other taxes payable by reason of the foregoing or establish to the reasonable satisfaction of Parent that such taxes have been paid or are not required to be paid. Notwithstanding the foregoing, neither Parent nor the Company shall be liable to a holder of shares of Company Capital Stock for cash and shares of Parent issuable to such holder pursuant to the provisions of Article Fourth of this Agreement that are delivered to a public official pursuant to applicable abandoned property, escheat or similar laws.

(c) In the event any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such Certificate to be lost, stolen or destroyed, Parent shall issue in exchange for such lost, stolen or

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destroyed Certificate the cash and shares of Parent Common Stock issuable in exchange therefor pursuant to the provisions of Article Fourth of this Agreement. The Board of Directors of Parent may in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed Certificate to provide to Parent, at Parent's option, either a performance bond or an indemnity agreement against any claim that may be made against Parent with respect to the Certificate alleged to have been lost, stolen or destroyed.

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