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TALLAHASSEE, FLORIDA

C T CORPORATION SYSTEM
Requestor's Name
660 East Jefferson Street
Address
Tallahassee, FL 32301 (850)222-1092
City State Zip Phone

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CORPORATION(S) NAME

Mergers

Ibero - American Interactive Networks, Inc.

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| <input type="checkbox"/> Profit | <input type="checkbox"/> Amendment | <input checked="" type="checkbox"/> Merger |
| <input type="checkbox"/> NonProfit | | |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark |
| <input type="checkbox"/> Foreign | <input type="checkbox"/> Annual Report | <input type="checkbox"/> Other |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Reservation | <input type="checkbox"/> Change of R.A. |
| <input type="checkbox"/> Reinstatement | <input type="checkbox"/> Photo Copies | <input type="checkbox"/> Fictitious Name |
| <input type="checkbox"/> Limited Liability Partnership | | <input type="checkbox"/> CUS |
| <input type="checkbox"/> Certified Copy | <input type="checkbox"/> Call When Ready | <input type="checkbox"/> After 4:30 |
| <input type="checkbox"/> Call When Ready | <input type="checkbox"/> Call if Problem | <input checked="" type="checkbox"/> Pick Up |
| <input checked="" type="checkbox"/> Walk In | <input type="checkbox"/> Will Wait | |
| <input type="checkbox"/> Mail Out | | |

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THANKS !

CONNIE BRYAN

ARTICLES OF MERGER
Merger Sheet

MERGING:

IBERO-AMERICAN INTERACTIVE NETWORKS, INC., a Fla corp.
P99000019921
,

INTO

IBERO-AMERICAN INTERACTIVE NETWORKS, INC., a Delaware corporation
not qualified in Florida.

File date: March 17, 2000

Corporate Specialist: Annette Ramsey

CERTIFICATE OF MERGER

**FOR IBERO-AMERICAN INTERACTIVE NETWORKS, INC., A FLORIDA
CORPORATION**

AND

**IBERO-AMERICAN INTERACTIVE NETWORKS, INC., A DELAWARE
CORPORATION**

FILED
00 APR 17 PM 4:16
CLERK OF THE STATE
TALLAHASSEE, FLORIDA

Pursuant to Sections 607.1105 and 607.1107 of the Florida Business Corporation Act, and Section 252 of the Delaware General Corporation Law, Ibero-American Interactive Networks, Inc., a Florida corporation ("I2-Florida") and Ibero-American Interactive Networks, Inc., a Delaware corporation (the "Surviving Corporation") hereby adopt the following Articles of Merger.

**ARTICLE I.
CONSTITUENT CORPORATIONS**

The names of the Corporations proposing to merge (the "Merger") and their states of incorporation are as follows:

1. Ibero-American Interactive Networks, Inc., a Florida corporation.
2. Ibero-American Interactive Networks, Inc., a Delaware corporation.

**ARTICLE II.
STATE LAW REQUIREMENTS**

The laws of the State of Florida and the laws of the State of Delaware permit the merger of the constituent corporations.

**ARTICLE III.
MERGING CORPORATION**

I-2 Florida is authorized to issue 20,000,000 shares of common stock at no par value per share.

**ARTICLE IV.
SURVIVING CORPORATION**

The name of the Surviving Corporation will be Ibero-American Interactive Networks, Inc., a Delaware corporation. The certificate of incorporation of the Surviving Corporation shall be its certificate of incorporation following the Merger.

ARTICLE V.
PLAN OF MERGER

The executed Agreement and Plan of Merger, attached hereto as Exhibit A shall be on file at the offices of the Surviving Corporation at 2121 Ponce de Leon Blvd., Ste. 1220, Coral Gables, Florida 33134.

ARTICLE VI.
AUTHORIZATION FOR MERGER

The Agreement and Plan of Merger was approved by a majority of the shareholders of I2-Florida entitled to vote, in accordance with the applicable requirements of the Florida Business Corporation Act, and by the unanimous written consent of the Board of Directors of the Surviving Corporation in accordance with the Delaware General Corporation Law. The Agreement and Plan of Merger was adopted by the shareholders of I2-Florida as of March 16, 2000, and by the Board of Directors of the Surviving Corporation as of March 16, 2000. Such consent and the number of votes cast are sufficient to approve the Merger by each of the constituent corporations.

ARTICLE VII.
SERVICE OF PROCESS ON SURVIVING CORPORATION

The Surviving Corporation hereby agrees that upon and after the completion of the Merger, that it may be served with process in any proceeding for the enforcement of any obligation or the enforcement of rights of dissenting shareholders of I2-Florida by service upon the Secretary of State. The Surviving Corporation also agrees to comply with the requirements of Section 607.1107 of the Florida Business Corporation Act.

ARTICLE VIII.
EFFECTIVE DATE

The Merger shall be effective upon filing. _

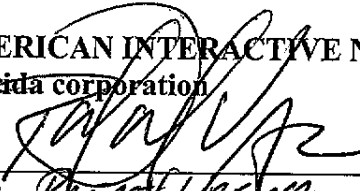
ARTICLE IX.

The Agreement has been approved, adopted, certified, acknowledged, and executed by each of the constituent corporations.

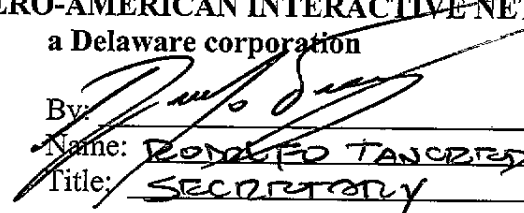
[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger this 16th day of March, 2000.

IBERO-AMERICAN INTERACTIVE NETWORKS, INC.,
a Florida corporation

By: 
Name: Rafael Versina
Title: CEO

IBERO-AMERICAN INTERACTIVE NETWORKS, INC.,
a Delaware corporation

By: 
Name: RONALD TANCREDI
Title: SECRETARY

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") dated March __, 2000 is entered into between Ibero-American Interactive Networks, Inc., a Florida corporation ("I2-Florida"), and Ibero-American Interactive Networks, Inc., a Delaware corporation ("I2-Delaware").

BACKGROUND

I2-Florida has an aggregate authorized capital stock of 20,000,000 shares of Common Stock, no par value per share (the "I2-Florida Common Stock"), and as of March 1, 2000, 6,500,000 shares of I2-Florida Common Stock were issued and outstanding.

I2-Delaware has an aggregate authorized capital stock of 20,000,000 shares of Common Stock, par value \$.0001 per share (the "I2-Delaware Common Stock"), of which 1 share was duly issued and is now outstanding, all of which are held by I2-Florida.

The respective Boards of Directors of I2-Florida and I2-Delaware believe that the best interests of I2-Florida and I2-Delaware and their respective stockholders will be served by the merger of I2-Florida with and into I2-Delaware under and pursuant to the provisions of this Agreement, the Florida Business Corporation Act and the Delaware General Corporation Law.

AGREEMENT

In consideration of the mutual agreements and covenants contained in this Agreement, the parties agree as follows:

1. **Merger.** On the Effective Date (as defined below), I2-Florida shall be merged with and into I2-Delaware (the "Merger").

2. **Effective Date.** The Merger shall become effective immediately upon the later of the filing of this Agreement or a certificate of merger with the Secretary of State of Delaware in accordance with the provisions of the Delaware General Corporation Law. The time of such effectiveness is hereinafter called the "Effective Date."

3. **Surviving Corporation.** I2-Delaware shall be the surviving corporation of the Merger and shall continue to be governed by the laws of the State of Delaware. On the Effective Date, the separate corporate existence of I2-Florida shall cease.

4. **Name Of Surviving Corporation.** The name of the surviving corporation will be Ibero-American Interactive Networks, Inc., a Delaware corporation.

5. **Certificate Of Incorporation.** The Certificate of Incorporation of I2-Delaware as it exists on the Effective Date shall be the Certificate of Incorporation of I2-Delaware following the Effective Date, unless and until the same shall thereafter be amended or repealed in accordance with the laws of the State of Delaware.

6. **Bylaws.** The Bylaws of I2-Delaware as they exist on the Effective Date shall be the Bylaws of I2-Delaware following the Effective Date, unless and until the same shall be

amended or repealed in accordance with the provisions thereof and the laws of the State of Delaware.

7. **Board of Directors and Officers.** The members of the Board of Directors and the officers of I2-Florida immediately prior to the Effective Date shall be the members of the Board of Directors and the officers, respectively, of I2-Delaware following the Effective Date, and such persons shall serve in such offices for the terms provided by law or in the I2-Delaware Bylaws, or until their respective successors are elected and qualified.

8. **Retirement of Outstanding I2-Delaware Stock.** On the Effective Date, the 1 share of the I2-Delaware Common Stock presently issued and outstanding shall be retired, and no shares of I2-Delaware Common Stock or other securities of I2-Delaware shall be issued in respect thereof.

9. **Conversion of Outstanding I2-Florida Common Stock.** On the Effective Date, each issued and outstanding share of I2-Florida Common Stock and all rights in respect thereof shall be converted into one (1) fully-paid and nonassessable share of I2-Delaware Common Stock, and each certificate representing shares of I2-Florida Common Stock shall be surrendered to I2-Delaware's registrar and transfer agent for cancellation and exchanged for a certificate representing shares of I2-Delaware Common Stock in accordance with the conversion ratio set forth in this Section 9.

10. **Stock Options, Warrants, Etc.** On the Effective Date, each stock option, stock warrant, and other right to subscribe for or purchase shares of I2-Florida Common Stock shall be converted into a stock option, stock warrant, or other right to subscribe for or purchase shares of I2-Delaware Common Stock at the same conversion ratio as set forth in Section 9 hereof and each certificate, agreement, note or other document representing such stock option, stock warrant, or other right to subscribe for or purchase shares of I2-Florida Common Stock shall for all purposes be deemed to evidence the ownership of a stock option, stock warrant, or other right to subscribe for or purchase shares of I2-Delaware Common Stock at the same conversion ratio as set forth in Section 9 hereof.

11. **Rights and Liabilities of I2-Delaware.** At and after the Effective Date, and in the manner and as more fully set forth in Section 259 of the Delaware General Corporation Law and Section 607.1106 of the Florida Business Corporation Act, the title to all real estate and other property, or any interest therein, whether owned by I2-Florida or I2-Delaware shall be vested in I2-Delaware without reversion or impairment; I2-Delaware shall succeed to and possess, without further act or deed, all estates, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, intangible and mixed, of each of I2-Florida and I2-Delaware without reversion or impairment; I2-Delaware shall thereafter be responsible and liable for all the liabilities and obligations of each of I2-Florida and I2-Delaware; any claim existing or action or proceeding pending by or against I2-Florida or I2-Delaware may be continued as if the Merger did not occur or I2-Delaware may be substituted for I2-Florida in the proceeding; neither the rights of creditors nor any liens upon the property of I2-Florida or I2-Delaware shall be impaired by the Merger; and I2-Delaware shall indemnify and hold harmless the officers and directors of each of the parties hereto against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.

12. **Termination.** This Agreement may be terminated and abandoned by action of the respective Boards of Directors of I2-Florida and I2-Delaware at any time prior to the Effective Date, whether before or after approval by the stockholders of either or both of the parties hereto.

13. **Amendment.** The Boards of Directors of the parties hereto may amend this Agreement at any time prior to the Effective Date; provided that an amendment made subsequent to the approval of this Agreement by the stockholders of either of the parties hereto shall not: (a) alter or change the number or kind of shares to be received in exchange for or on conversion of all or any of the shares of the parties hereto, (b) change any term of the Certificate of Incorporation of I2-Delaware (except as contemplated below), or (c) change any other terms or conditions of this Agreement if such change would adversely affect the holders of any capital stock of either party hereto.

14. **Conditions.** The obligations of the parties to consummate the Merger are subject to the satisfaction of the following conditions: (i) no action, suit or proceeding shall be pending before any court or quasijudicial or administrative agency of any federal, state or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling or charge would (a) prevent consummation of the Merger, (b) cause the Merger to be rescinded following consummation, or (c) adversely affect the business, assets, properties, operations (financial or otherwise), or prospects of I2-Delaware as a result of the Merger (and no such injunction, judgment, order, decree, ruling or charge shall be in effect); and (ii) the parties shall have received all consents of third parties that have agreements with I2-Florida and whose consent is required for the assumption of such agreements by I2-Delaware.

15. **Registered Office.** The registered office of I2-Delaware in the State of Delaware is located at 1209 Orange Street, Corporation Trust Center, in the City of Wilmington 19801, County of New Castle. The name of the registered agent of I2-Delaware at such address is The Corporation Trust Company.

16. **Service Of Process.** On and after the Effective Date, I2-Delaware agrees that it may be served with process in Florida in any proceeding for enforcement of any obligation of I2-Florida or I2-Delaware arising from the Merger.

17. **Designation of Florida Secretary of State as Agent for Service of Process.** On and after the Effective Date, I2-Delaware irrevocably appoints the Secretary of State of Florida as its agent to accept service of process in any suit or other proceeding to enforce the rights of any stockholders of I2-Florida or I2-Delaware arising from the Merger. The Florida Secretary of State is requested to mail a copy of such process to I2-Delaware at 2121 Ponce de Leon Blvd., Ste. 1220, Coral Gables, Florida 33134, Attention: Rodolfo Tancredi, Vice President Business and Legal Affairs, Telephone No.305-476-2974.

18. **Governing Law.** This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware.

[SIGNATURES APPEAR ON FOLLOWING PAGE]