

**CORPORATE  
ACCESS,  
INC.**

236 East 6th Avenue . Tallahassee, Florida 32303

P.O. Box 37066 (32315-7066) ~ (850) 222-2666 or (800) 969-1666 . Fax (850) 222-1666

**WALK IN**

**PICK UP**

11/8/99

*(Handwritten signature)*

☒ **CERTIFIED COPY**

**CUS**

**PHOTO COPY**

☒ **FILING**

*Merger*

1.) *Spidercampus.Com Corp.*  
(CORPORATE NAME & DOCUMENT #)

2.) *Collegiate Media Management*  
(CORPORATE NAME & DOCUMENT #)

3.)  
(CORPORATE NAME & DOCUMENT #)

4.)  
(CORPORATE NAME & DOCUMENT #)

5.)  
(CORPORATE NAME & DOCUMENT #)

**SPECIAL INSTRUCTIONS**

*Merger*  
FILED  
NOV -8 PM 4: 21  
TALLAHASSEE, FLORIDA

00000308850--B  
-11/09/99--01002--014  
\*\*\*\*\*78.75 \*\*\*\*\*78.75

RECEIVED  
99 NOV -8 PM 4: 20  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

*11/9/99*

ARTICLES OF MERGER  
Merger Sheet

-----  
MERGING:

SPIDERCAMPUS.COM CORP., a Florida corporation P99000049643

INTO

**COLLEGIATE MEDIA MANAGEMENT, INC.**, a Delaware corporation not  
qualified in Florida

File date: November 8, 1999

Corporate Specialist: Annette Ramsey

**ARTICLES OF MERGER OF**  
**SPIDERCAMPUS.COM Corp., a Florida corporation into\with**  
**COLLEGIATE MEDIA MANAGEMENT, INC., a Delaware Corporation**

Pursuant to Section 607.1105 and Section 607.1107 of the Florida Business Corporation Act (the "Act") Spidercampus.com Corp., Inc., a Florida corporation, and Collegiate Media Management, Inc., a Delaware corporation, adopt the following Articles of Merger:

1. That certain Agreement and Plan of Merger dated November 5, 1999 (hereinafter the "Plan of Merger"), between Collegiate Media Management, Inc. (the "Subsidiary") and Spidercampus.com Corp. (the "Parent") was unanimously approved and adopted by the shareholders and Board of Directors of the Subsidiary on November 5, 1999. The Plan of Merger was also unanimously approved and adopted by the shareholders and Board of Directors of the Parent on November 5, 1999.

2. Pursuant to the Plan of Merger, all issued and outstanding shares of the Parent's common stock will be exchanged for the common stock of the Subsidiary as of the effective date of the merger and the surviving corporation will be the Subsidiary. The Parent shall cease to exist as of the effective date of the Merger, and the Subsidiary shall thereupon be deemed to have appointed the Florida Secretary of State as its agent for service of process under Fla. Stat. §607.1107(2)(a).

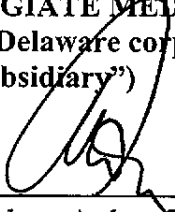
3. A true and correct copy of the Plan of Merger is attached hereto as Exhibit "A" and incorporated herein by this reference.

99 NOV -8 PM 1:21  
FILED  
SECRETARY OF STATE  
FLORIDA

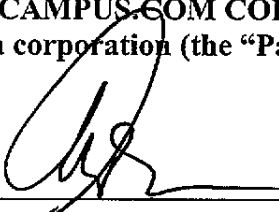
4. Pursuant to Section 607.1105(1)(b) of the Act, the date and time of the effectiveness of the subject merger shall be on the date specified in the Plan of Merger or the date of the filing of these Articles of Merger with the Florida Secretary of State, whichever shall first occur.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals this  
5th day of November, 1999.

**COLLEGIATE MEDIA MANAGEMENT,  
INC., a Delaware corporation  
(the "Subsidiary")**

BY:   
Its: President, Arthur Green

**SPIDERCAMPUS.COM CORP.,  
a Florida corporation (the "Parent")**

BY:   
Its: President, Arthur Green

**AGREEMENT AND PLAN OF MERGER**  
**OF COLLEGIATE MEDIA MANAGEMENT, INC.**  
**(a Delaware corporation),**

**AND**

**SPIDERCAMPUS.COM CORP.**  
**(a Florida corporation)**

THIS AGREEMENT AND PLAN OF MERGER dated as of November 5, 1999 (the "Agreement") is between Collegiate Media Management, Inc., a Delaware corporation ("Collegiate Media Management"), and Spidercampus.com Corp., a Florida corporation ("Spidercampus.com"). Collegiate Media Management and Spidercampus.com are sometimes referred to herein as the "Constituent Corporations".

**RECITALS**

A. Collegiate Media Management is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 22,000,000 shares, \$.0001 par value, 20,000,000 of which are designated "Common Stock", and 2,000,000 of which are designated "Preferred Stock". As of October 30, 1999, 1,000 shares of Common Stock were issued and outstanding, all of which are held by Spidercampus.com, and no shares of Preferred Stock were outstanding.

B. Spidercampus.com is a corporation duly organized and existing under the laws of the State of Florida and has an authorized capital of 28,000,000 shares, \$0.01 par value per share, of which 25,000,000 are designated "Common Stock," and 3,000,000 of which are designated "Preferred Stock.". As of October 30, 1999, 320,805 shares of Common Stock and no shares of Preferred Stock were issued and outstanding.

C. The Board of Directors of Spidercampus.com has determined that, for the purpose of effecting the reincorporation of Spidercampus.com in the State of Delaware, it is advisable and in the best interests of Spidercampus.com and its shareholders that Spidercampus.com merge with and into Collegiate Media Management upon the terms and conditions herein provided.

D. The respective Boards of Directors of Collegiate Media Management and Spidercampus.com have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective shareholders and executed by the undersigned officers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Collegiate Media Management and Spidercampus.com hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

## **I. MERGER**

I.1 Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the Florida Statutes, Spidercampus.com shall be merged with and into Collegiate Media Management (the "Merger"), the separate existence of Spidercampus.com shall cease, and Collegiate Media Management shall be, and is herein sometimes referred to as, the "Surviving Corporation", and the name of the Surviving Corporation shall be Collegiate Media Management, Inc.

I.2 Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed:

(a) This Agreement and the Merger shall have been adopted and approved by the stockholder/shareholders of each Constituent Corporation in accordance with the requirements of the Delaware General Corporation Law and the Florida Statutes;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof; and

(c) An executed Certificate of Merger or an executed counterpart of this Agreement meeting the requirements of the Delaware General Corporation Law shall have been filed with the Secretary of State of the State of Delaware.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger".

I.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of Spidercampus.com shall cease, and Collegiate Media Management, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by its and Spidercampus.com's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Spidercampus.com in the manner as more fully set forth in Section 259 of the Delaware General Corporation Law, (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Spidercampus.com in the same manner as if Collegiate Media Management had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the Florida Statutes.

## **II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS**

II.1 Certificate of Incorporation. The Certificate of Incorporation of Collegiate Media Management as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

II.2 Bylaws. The Bylaws of Collegiate Media Management as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

II.3 Directors and Officers. The directors and officers of Spidercampus.com immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

### **III. MANNER OF CONVERSION OF STOCK**

III.1 Spidercampus.com Common Stock. Upon the Effective Date of the Merger, each one (1) shares of Spidercampus.com Common Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for 11.96989 fully paid and nonassessable shares of Common Stock, \$.0001 par value, of the Surviving Corporation.

III.2 Collegiate Media Management Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, \$.0001 par value, of Collegiate Media Management issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by Collegiate Media Management, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

III.3 Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of Spidercampus.com Common Stock may, at such stockholder's option, surrender the same for cancellation to an exchange agent designated by the Surviving Corporation (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock, as applicable, into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate previously representing shares of Spidercampus.com Common Stock shall be deemed for all purposes to represent the number of whole shares of the Surviving Corporation's Common Stock, as applicable, into which such shares of Spidercampus.com Common Stock were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of Common Stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing Common Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of Spidercampus.com so converted and given in exchange therefor bear, unless otherwise

determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of the Surviving Corporation's Common Stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper, and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of the issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not payable.

#### **IV. GENERAL**

IV.1 Assurances. From time to time, as and when required by Collegiate Media Management or by its successors or assigns, there shall be executed and delivered on behalf of Spidercampus.com such deeds and other instruments, and there shall be taken or caused to be taken by Collegiate Media Management and Spidercampus.com such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Collegiate Media Management the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Spidercampus.com and otherwise to carry out the purposes of this Agreement, and the officers and directors of Collegiate Media Management are fully authorized in the name and on behalf of Spidercampus.com or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

IV.2 Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either Spidercampus.com or Collegiate Media Management, or both, notwithstanding the approval of this Agreement by the shareholders of Spidercampus.com or by the sole stockholder of Collegiate Media Management, or by both.

IV.3 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretaries of State of the States of Florida and Delaware, provided that an amendment made subsequent to the adoption of this Agreement by the shareholders of either Constituent Corporation shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (2) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class of shares or series thereof of such Constituent Corporation.

IV.4 Registered Office. The registered office of the Surviving Corporation in the County of New Castle, State of Delaware is located at 1209 Orange Street, Wilmington, Delaware 19801, the Corporation Trust Company is the registered agent of the Surviving Corporation at such address.

IV.5 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 3080 Olcott St., Suite 235-C, Santa Clara, Ca 95054, and copies thereof will be furnished to any shareholder of either Constituent Corporation, upon request and without cost.

IV.6 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 and, so far as applicable, the merger provisions of the Florida Statutes.

IV.7 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IV.8 FIRPTA Notification. (a) On the Effective Date of the Merger, Spidercampus.com shall deliver to Collegiate Media Management, as agent for the shareholders of Spidercampus.com, a properly executed statement (the "Statement") substantially in the form attached hereto as Exhibit A. Collegiate Media Management shall retain the Statement for a period of not less than seven years and shall, upon request, provide a copy thereof to any person that was a shareholder of Spidercampus.com immediately prior to the Merger. In consequence of the approval of the Merger by the shareholders of Spidercampus.com, (i) such shareholders shall be considered to have requested that the Statement be delivered to Collegiate Media Management as their agent and (ii) Collegiate Media Management shall be considered to have received a copy of the Statement at the request of the Spidercampus.com shareholders for purposes of satisfying Collegiate Media Management's obligations under Treasury Regulation Section 1.1445-2(c)(3).

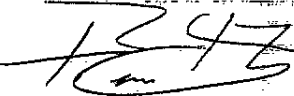
(b) Spidercampus.com shall deliver to the Internal Revenue Service a notice regarding the Statement in accordance with the requirements of Treasury Regulation Section 1.897-2(h)(2).

IN WITNESS WHEREOF, this Agreement, having first been approved by resolutions of the Boards of Directors of Collegiate Media Management and Spidercampus.com, is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

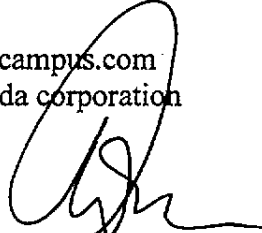
Collegiate Media Management, Inc.  
a Delaware corporation

By:   
Arthur Green, President

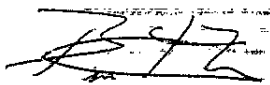
ATTEST:

  
Brian Maser, Secretary

Spidercampus.com  
a Florida corporation

By:   
Arthur Green, President

ATTEST:

  
Brian Maser, Secretary

## EXHIBIT A

November \_\_, 1999

TO THE SHAREHOLDERS OF SPIDERCAMPUS.COM CORP.:

In connection with the reincorporation (the "Reincorporation") in Delaware of Spidercampus.com Corp., a Florida corporation (the "Company"), pursuant to the Agreement and Plan of Merger dated as of November \_\_, 1999 between the Company and Collegiate Media Management, Inc., a Delaware corporation and wholly-owned subsidiary of the Company ("Collegiate Media Management"), your shares of Company stock will be replaced by shares of stock in Collegiate Media Management.

In order to establish that (i) you will not be subject to tax under Section 897 of the Internal Revenue Code of 1986, as amended (the "Code"), in consequence of the Reincorporation, and (ii) Collegiate Media Management will not be required under Section 1445 of the Code to withhold taxes from the Collegiate Media Management stock that you will receive in connection therewith, the Company hereby represents to you that, as of the date of this letter, shares of Company stock do not constitute a "United States real property interest" within the meaning of Section 897(c) of the Code and the regulations issued thereunder.

A copy of this letter will be delivered to Collegiate Media Management pursuant to Section IV.9 of the Agreement.

Under penalties of perjury, the undersigned officer of the Company hereby declares that, to the best knowledge and belief of the undersigned, the facts set forth herein are true and correct.

Sincerely,

---