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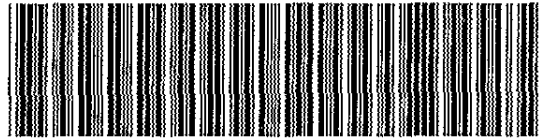
(Business Entity Name)

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**CT CORPORATION**

March 4, 2003

Secretary of State, Florida  
409 East Gaines Street  
Tallahassee FL 32399

Re: Order #: 5794719 SO  
Customer Reference 1: 503961-600001  
Customer Reference 2:

Dear Secretary of State, Florida:

Please file the attached:

iShopSecure, Inc. (FL)  
Merger (Discontinuing Company)  
Florida

Please return a certified copy along with regular evidence.

Enclosed please find a check for the requisite fees. Please return evidence of filing(s) to my attention.

If for any reason the enclosed cannot be filed upon receipt, please contact me immediately at (850) 222-1092. Thank you very much for your help.

Sincerely,

Jeffrey J Netherton  
Sr. Fulfillment Specialist  
Jeff\_Netherton@cch-lis.com

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

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

ISHOPSECURE, INC., a Florida corporation, P99000063821

INTO

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

File date: March 4, 2003

Corporate Specialist: Cheryl Coulliette

**ARTICLES OF MERGER  
MERGING  
ISHOPSECURE, INC.  
a Florida corporation  
WITH AND INTO  
ISHOPSECURE, INC.  
a Delaware corporation**

(pursuant to Section 607.1104 and Section 607.1105 of the Florida  
Business Corporation Act)

iShopSecure, Inc., a corporation organized and existing under the laws of the State of Florida ("iShop-Florida"), under and in accordance with Section 607.1104 and Section 607.1105 of the Florida Business Corporation Act, does hereby certify:

- FIRST: That iShop-Florida was incorporated on July 19, 1999, pursuant to the Laws of the State of Florida under the name IshopSecure.net, Inc.
- SECOND: That iShop-Florida owns all of the outstanding shares of capital stock of iShopSecure, Inc., a corporation incorporated on February 24, 2003, pursuant to the Delaware General Corporation Law ("iShop-Delaware").
- THIRD: Attached hereto as Exhibit A and made a part hereof is the Plan of Merger for merging iShop-Florida with and into iShop-Delaware, with iShop-Delaware as the surviving entity in such merger.
- FOURTH: The requisite number of shareholders entitled to vote on the aforesaid Plan of Merger of iShop-Delaware have approved and adopted the Plan of Merger by a written consent dated February 24, 2003.
- FIFTH: The requisite number of shareholders entitled to vote on the aforesaid Plan of Merger of iShop-Florida have approved and adopted the Plan of Merger by a written consent dated February 24, 2003.
- SIXTH: The effective day and time of such merger shall be March 4, 2003.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, iShop-Florida has caused this Articles Merger to be signed by Stephen D. Kane, its Chief Executive Officer, this 3rd day of March, 2003.

**ISHOPSECURE, INC.**, a Florida corporation

By:   
Stephen D. Kane  
Chief Executive Officer

**ISHOPSECURE, INC.**, a Delaware corporation

By:   
Stephen D. Kane  
Chief Executive Officer

**EXHIBIT A**  
**PLAN OF MERGER**  
(Attached)

## PLAN OF MERGER

THIS PLAN OF MERGER (this "Plan of Merger") is made and entered into as of February 24, 2003, by and between iShopSecure, Inc., a Delaware corporation ("NewCo"), and iShopSecure, Inc., a Florida corporation ("OldCo").

### RECITALS:

A. OldCo has caused NewCo to be incorporated under the laws of the State of Delaware in connection with the proposed reincorporation of OldCo as a Delaware corporation.

B. In order to effect such proposed reincorporation of OldCo, NewCo and OldCo now desire to merge OldCo with and into NewCo on the terms set forth herein, with NewCo being the surviving corporation in such merger (the "Merger").

C. The board of directors of each of NewCo and OldCo have unanimously approved the Merger and this Plan of Merger.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### AGREEMENT:

1. The Merger. At the Effective Time (as defined below), on and subject to the terms and conditions of this Plan of Merger and the applicable provisions of the Florida Business Corporation Act (the "Florida Act") and the Delaware General Corporation Law (the "DGCL"), OldCo shall be merged with and into NewCo, the separate corporate existence of OldCo shall cease and NewCo shall continue as the surviving corporation. NewCo, as it shall exist following the Merger, is sometimes referred to herein as the "Surviving Corporation."

2. Effective Time. The parties hereto shall cause the Merger to be consummated by filing this Plan of Merger and appropriate Articles of Merger (the "Articles of Merger") with the Secretary of State of the State of Florida and an appropriate Certificate of Ownership and Merger (the "Certificate of Merger") with the Secretary of State of the State of Delaware, each in accordance with the relevant provisions of applicable law. As used herein, the term "Effective Time" shall mean February \_\_, 2003.

3. Effect of the Merger on OldCo and NewCo. At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the Florida Act, the DGCL, this Plan of Merger, the Articles of Merger and the Certificate of Merger. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of OldCo and NewCo shall vest in the Surviving Corporation, and all debts, liabilities, obligations, restrictions, disabilities and duties of OldCo and NewCo shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Corporation.

4. Certificate of Incorporation and Bylaws of NewCo. At the Effective Time, (i) the certificate of incorporation of NewCo, as in effect immediately prior to the Effective Time, shall be the certificate of incorporation of the Surviving Corporation (the "Certificate of Incorporation") until thereafter amended in accordance with applicable law and such Certificate of Incorporation and (ii) the bylaws of NewCo, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Corporation until thereafter amended as provided by such bylaws, the Certificate of Incorporation and applicable law.

5. Directors and Officers of NewCo. At the Effective Time, the directors and officers of NewCo immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation, each to hold office in accordance with the Certificate of Incorporation and bylaws of the Surviving Corporation, until their respective successors are duly elected or appointed and qualified.

6. Effect on Outstanding Securities of OldCo. On the terms and subject to the conditions of this Plan of Merger, as of the Effective Time, by virtue of the Merger and without any action on the part of NewCo or OldCo or any holder of any securities of OldCo, the following shall occur:

(a) Conversion of OldCo Common Stock. Each issued and outstanding share of Common Stock of OldCo ("OldCo Common Stock") shall be converted into 0.2 shares of Common Stock of NewCo ("NewCo Common Stock"). Upon surrender to NewCo after the Effective Time of a valid certificate which theretofore represented OldCo Common Stock, NewCo will cancel such certificate and the holder of such certificate shall be entitled to receive from NewCo a certificate representing the number of shares of NewCo Common Stock into which such OldCo Common Stock shall have been so converted.

(b) Conversion of OldCo Series A Preferred Stock. Each issued and outstanding share of Series A Preferred Stock of OldCo ("OldCo Series A Preferred Stock") shall be converted into a number of shares of Series A Preferred Stock of NewCo ("NewCo Series A Preferred Stock") equal to the product (the "Series A Conversion Ratio") of (A) 3.64655 and (B) 0.2. Upon surrender to NewCo after the Effective Time of a valid certificate which theretofore represented OldCo Series A Preferred Stock, NewCo will cancel such certificate and the holder of such certificate shall be entitled to receive from NewCo a certificate representing the number of shares of NewCo Series A Preferred Stock into which such OldCo Series A Preferred Stock shall have been so converted.

(c) Conversion of OldCo Series B Preferred Stock. Each issued and outstanding share of Series B Preferred Stock of OldCo ("OldCo Series B Preferred Stock") shall be converted into 0.2 shares of Series B Preferred Stock of NewCo ("NewCo Series B Preferred Stock"). Upon surrender to NewCo after the Effective Time of a valid certificate which theretofore represented OldCo Series B Preferred Stock, NewCo will cancel such certificate and the holder of such certificate shall be entitled to receive from NewCo a certificate representing the number of shares of NewCo Series B Preferred Stock into which such OldCo Series B Preferred Stock shall have been so converted.



(d) Assumption of OldCo Convertible Notes. Each outstanding and unconverted promissory note issued by OldCo that is convertible into OldCo Common Stock ("OldCo Convertible Notes") shall be assumed by NewCo, and each such note shall continue to have, and be subject to, the same terms and conditions as those that existed immediately prior to the Effective Time, except that, instead of being convertible into OldCo Common Stock, from and after the Effective Time such OldCo Convertible Note shall be convertible into that number of whole shares of NewCo Common Stock equal to the product of (i) the number of shares of OldCo Common Stock into which such assumed OldCo Convertible Note was convertible immediately prior to the Effective Time and (ii) 0.2, rounded down to the nearest whole number of shares of NewCo Common Stock. The assumption and substitution of the OldCo Convertible Notes as provided herein shall not give the holders of such notes additional benefits which they did not have immediately prior to the Effective Time or relieve such holder of any obligations or restrictions applicable to their notes or the shares obtainable upon exercise of the notes. NewCo shall reserve out of its authorized but unissued shares of NewCo Common Stock sufficient shares to provide for the conversion of the OldCo Convertible Notes.

(e) Assumption of OldCo Convertible Bridge Notes. Each outstanding and unconverted promissory note issued by OldCo that is convertible into OldCo preferred stock to be issued pursuant to a future financing ("OldCo Bridge Notes") shall be assumed by NewCo, and each such note shall continue to have, and be subject to, the same terms and conditions as those that existed immediately prior to the Effective Time, except that, instead of being convertible into OldCo preferred stock to be issued in a future financing, from and after the Effective Time such OldCo Bridge Note shall be convertible into NewCo preferred stock to be issued in a future financing. The assumption and substitution of the OldCo Bridge Notes as provided herein shall not give the holders of such notes additional benefits which they did not have immediately prior to the Effective Time or relieve such holder of any obligations or restrictions applicable to their notes or the shares obtainable upon exercise of the notes.

(f) Assumption of Outstanding Options. Each outstanding, unexpired and unexercised option to purchase shares of OldCo Common Stock ("OldCo Options") shall be assumed by NewCo, and each such option shall continue to have, and be subject to, the same terms and conditions (including with respect to vesting) as those that existed immediately prior to the Effective Time, except that, instead of being exercisable to purchase shares of OldCo Common Stock, from and after the Effective Time (y) such OldCo Option shall be exercisable to purchase that number of whole shares of NewCo Common Stock equal to the product of (i) the number of shares of OldCo Common Stock underlying such assumed OldCo Option immediately prior to the Effective Time and (ii) 0.2, rounded down to the nearest whole number of shares of NewCo Common Stock, and (z) the per share exercise price for the shares of NewCo Common Stock issuable upon exercise of such assumed OldCo Option shall be equal to the quotient determined by dividing the exercise price per share of the OldCo Common Stock at which such OldCo Option was exercisable immediately prior to the Effective Time by 0.2, rounded up to the nearest whole cent. The assumption and substitution of the OldCo Options as provided herein shall not give the holders of such options additional benefits which they did not have immediately prior to the Effective Time or relieve such holders of any obligations or restrictions applicable to their options or the shares obtainable upon exercise of the options. NewCo shall reserve out of its authorized but unissued shares of NewCo Common Stock sufficient shares to provide for the exercise of the OldCo Options.

(g) Assumption of OldCo Common Stock Warrants. Each outstanding, unexpired and unexercised warrant to purchase shares of OldCo Common Stock ("OldCo Warrants") shall be assumed by NewCo, and each such OldCo Warrant shall continue to have, and be subject to, the same terms and conditions as those that existed immediately prior to the Effective Time, except that, instead of being exercisable to purchase shares of OldCo Common Stock, from and after the Effective Time (y) such OldCo Warrant shall be exercisable to purchase that number of whole shares of NewCo Common Stock equal to the product of (i) the number of shares of OldCo Common Stock underlying such assumed OldCo Warrant immediately prior to the Effective Time and (ii) 0.2, rounded down to the nearest whole number of shares of NewCo Common Stock, and (z) the per share exercise price for the shares of NewCo Common Stock issuable upon exercise of such assumed OldCo Warrant shall be equal to the quotient determined by dividing the exercise price per share of the OldCo Common Stock at which such OldCo Warrant was exercisable immediately prior to the Effective Time by 0.2, rounded up to the nearest whole cent. The assumption and substitution of the OldCo Warrants as provided herein shall not give the holders of such options additional benefits which they did not have immediately prior to the Effective Time or relieve such holders of any obligations or restrictions applicable to their options or the shares obtainable upon exercise of the options. NewCo shall reserve out of its authorized but unissued shares of NewCo Common Stock sufficient shares to provide for the exercise of the OldCo Warrants.

(h) Assumption of OldCo Series A Preferred Stock Warrants. Each outstanding, unexpired and unexercised warrant to purchase OldCo Series A Preferred Stock ("OldCo Series A Preferred Stock Warrants") shall be assumed by NewCo, and each such warrant shall continue to have, and be subject to, the same terms and conditions as those that existed immediately prior to the Effective Time, except that, instead of being exercisable to purchase shares of OldCo Series A Preferred Stock, from and after the Effective Time (y) such OldCo Series A Preferred Stock Warrant shall be exercisable to purchase that number of whole shares of NewCo Series A Preferred Stock equal to the product of (i) the number of shares of OldCo Series A Preferred underlying such assumed OldCo Series A Preferred Stock Warrant immediately prior to the Effective Time and (ii) the Series A Conversion Ratio, rounded down to the nearest whole number of shares of NewCo Series A Preferred Stock, and (z) the per share exercise price for the shares of NewCo Series A Preferred Stock issuable upon exercise of such assumed OldCo Series A Preferred Stock Warrant shall be equal to the quotient determined by dividing the exercise price per share of the OldCo Series A Preferred Stock at which such OldCo Series A Preferred Stock Warrant was exercisable immediately prior to the Effective Time by the Series A Conversion Ratio, rounded up to the nearest whole cent. The assumption of the OldCo Series A Preferred Stock Warrants as provided herein shall not give the holders of such warrants additional benefits which they did not have immediately prior to the Effective Time or relieve such holders of any obligations or restrictions applicable to their options or the shares obtainable upon exercise of the warrants. NewCo shall reserve out of its authorized but unissued shares of NewCo Series A Preferred Stock sufficient shares to provide for the exercise of the OldCo Series A Preferred Stock Warrants.

(i) Repurchase Rights. All rights which OldCo may hold immediately prior to the Effective Time with respect to the repurchase of any OldCo Common Stock (the "Repurchase Rights") shall vest in NewCo and, from and after the Effective Time, shall be exercisable by NewCo with respect to the NewCo Common Stock issued in exchange for such

OldCo Common Stock, upon the same terms and conditions in effect immediately prior to the Effective Time, except that, instead of being exercisable to repurchase shares of OldCo Common Stock, from and after the Effective Time (y) such Repurchase Right shall be exercisable to repurchase that number of whole shares of NewCo Common Stock equal to the product of (i) the number of shares of OldCo Common Stock underlying such Repurchase Right immediately prior to the Effective Time and (ii) 0.2, rounded down to the nearest whole number of shares of NewCo Common Stock, and (z) the per share repurchase price for the shares of NewCo Common Stock to be repurchased upon exercise of such Repurchase Right shall be equal to the quotient determined by dividing the repurchase price per share of the OldCo Common Stock at which such Repurchase Right was exercisable immediately prior to the Effective Time by 0.2, rounded up to the nearest whole cent. .

(j) Cancellation of NewCo Common Stock Owned By OldCo. Each share of NewCo Common Stock owned by OldCo immediately prior to the Effective Time shall be automatically cancelled and extinguished without any conversion thereof and without any further action on the part of NewCo or OldCo, and the separate corporate existence of OldCo shall cease.

7. Exchange of Certificates. From and after the Effective Time, no transfer of the shares of OldCo Common Stock, OldCo Series A Preferred Stock and OldCo Series B Preferred Stock (collectively, the "OldCo Capital Stock") outstanding immediately prior to the Effective Time shall be made on the stock transfer records of OldCo and the holders of certificates theretofore representing shares of OldCo Capital Stock upon proper surrender of such certificates to one or more agents designated for the purpose by NewCo (collectively the "Exchange Agent"), shall be entitled to receive in exchange therefor, respectively, certificates representing the number of shares of NewCo Common Stock, NewCo Series A Preferred Stock and NewCo Series B Preferred Stock (collectively, the "NewCo Capital Stock") issued in exchange for shares of OldCo Capital Stock into which the shares of OldCo Capital Stock theretofore represented by the surrendered certificates shall have been converted by reason of the Merger. If any certificate for shares of NewCo Capital 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 the issuance thereof that the certificate so surrendered shall be properly endorsed or accompanied by a properly endorsed stock power and otherwise shall be 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 any name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of NewCo that such tax has been paid or is not payable.

8. Effect of Conversions. All shares of NewCo Capital Stock into which shares of OldCo Capital Stock are converted at the Effective Time by reason of the Merger shall be deemed, for all corporate purposes, to have been issued by NewCo at the Effective Time. From and after the Effective Time and prior to any surrender pursuant to Section 7 of any certificate theretofore representing shares of OldCo Capital Stock, such certificate shall, for all corporate purposes (including, without limitation, entitlement to vote and to the receipt of dividends), be treated as representing the number of shares of NewCo Capital Stock into which such shares of OldCo Capital Stock shall have been converted by reason of the Merger.

9. No Fractional Shares. No certificates or scrip evidencing a fraction of a share of NewCo Common Stock, NewCo Series A Preferred Stock or NewCo Series B Preferred Stock shall be issued upon the surrender for exchange of certificates of OldCo Common Stock, OldCo Series A Preferred Stock or OldCo Series B Preferred Stock, and such fractional share interests will not entitle the owner thereof to vote or to any rights of a stockholder of NewCo. Any fractional shares remaining after aggregating all such fractional shares of a holder shall be cancelled.

10. Taking of Necessary Action; Further Action. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Plan of Merger or to vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of OldCo, the officers and directors of the Surviving Corporation shall be fully authorized to take all such lawful and necessary action in the name of OldCo or otherwise.

11. Amendment; Termination. This Plan of Merger may be amended by the board of directors of OldCo at any time prior to the Effective Time; provided, however, that an amendment made subsequent to the adoption of this Plan of Merger by the shareholders of OldCo shall not (i) change the amount or kind of shares and/or rights to be received in exchange for or on conversion of all or any of the shares of OldCo Common Stock, OldCo Series A Preferred Stock or OldCo Series B Preferred Stock, (ii) change any of the terms and conditions of this Plan of Merger if such alteration or change would materially adversely affect the Shareholders of OldCo or (iii) except without the vote of shareholders entitled to vote on the matter, change any terms of the Articles of incorporation of OldCo. Anything herein or elsewhere to the contrary notwithstanding, this Plan of Merger may be terminated and abandoned by the board of directors of OldCo at any time prior to the Effective Time.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, NewCo and OldCo have caused this Plan of Merger to be signed by their duly authorized representatives, all as of the date first written above.

**NEWCO:**

ISHOPSECURE, INC., a Delaware corporation

By: Stephen D. Kane  
Stephen D. Kane  
Chief Executive Officer

**OLDCO:**

ISHOPSECURE, INC., a Florida corporation

By: Stephen D. Kane  
Stephen D. Kane  
Chief Executive Officer