



P99000079563

FILED
JUL 31 PM 4:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ACCOUNT NO. : 072100000032
REFERENCE : 781284 7133468
AUTHORIZATION :
COST LIMIT : \$ PPD

ORDER DATE : July 31, 2000
ORDER TIME : 10:15 AM
ORDER NO. : 781284-010
CUSTOMER NO: 7133468

EFFECTIVE DATE
8/1/00

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-07/31/00--01037--007
*****70.00 *****70.00

CUSTOMER: Jeffrey Koltun, Esq
Kane And Koltun
Suite 100
557 N. Wymore Road
Maitland, FL 32751

ARTICLES OF MERGER

NETWORK RESERVATION CENTER,
INC.

INTO

HOTEL DISCOUNTS NETWORK CORP.

****FILE SECOND****

CLERK OF SUPERIOR COURT
DIVISION OF OFFICIALS &
TALLAHASSEE, FLORIDA

RECEIVED
00 JUL 31 AM 9:23

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Norma Hull

EXAMINER'S INITIALS: _____

*02250, 02575, 00672

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

NETWORK RESERVATION CENTER, INC., a Florida corporation
P99000001504

INTO

HOTEL DISCOUNTS NETWORK CORP., a Florida entity, P990000079563.

File date: July 31, 2000 , effective August 1, 2000

Corporate Specialist: Annette Ramsey



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

July 31, 2000

CSC
1201 Hays Street
Tallahassee, FL 32301

SUBJECT: HOTEL DISCOUNTS NETWORK CORP.
Ref. Number: P99000079563

RESUBMIT

Please give original
filing date as file date.

We have received your document for HOTEL DISCOUNTS NETWORK CORP. and the authorization to debit your account in the amount of \$70.00. However, the document has not been filed and is being returned for the following:

The name of the person signing the document must be typed or printed beneath or opposite the signature.

If you have any questions concerning the filing of your document, please call (850) 487-6907.

Annette Ramsey
Corporate Specialist

Letter Number: 500A00041509

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00 AUG - 1 PM 4:43
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

EFFECTIVE DATE
8/1/00

FILED
00 JUL 31 PM 4:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER
MERGING NETWORK RESERVATION CENTER, INC.
WITH AND INTO HOTEL DISCOUNTS NETWORK CORP.**

Pursuant to the provisions of Section 607.1105 of the *Florida Statutes*, the undersigned, on behalf of the corporations listed below, hereby adopt the following Articles of Merger on July 27, 2000:

ARTICLE I - PLAN OF MERGER

The Agreement and Plan of Merger merging Network Reservation Center, Inc., a Florida corporation, with and into Hotel Discounts Network Corp., a Florida corporation, with Hotel Discounts Network Corp. being the surviving corporation, is attached to these Articles of Merger as Exhibit "A".

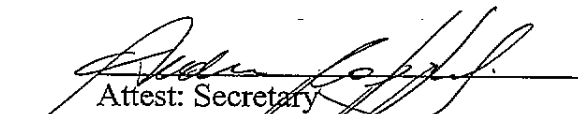
ARTICLE II - EFFECTIVE DATE OF MERGER

The effective date of the merger of Network Reservation Center, Inc. with and into Hotel Discounts Network Corp. shall be August 1, 2000.

ARTICLE III - ADOPTION OF PLAN OF MERGER

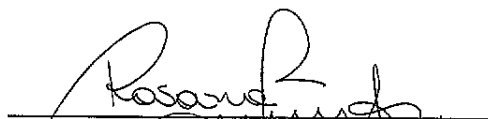
The Agreement and Plan of Merger was approved by the shareholders and directors of Network Reservation Center, Inc. by unanimous written consents dated July 27, 2000. The Agreement and Plan of Merger was approved by the shareholders and directors of Hotel Discounts Network Corp. by unanimous written consents dated July 27, 2000.

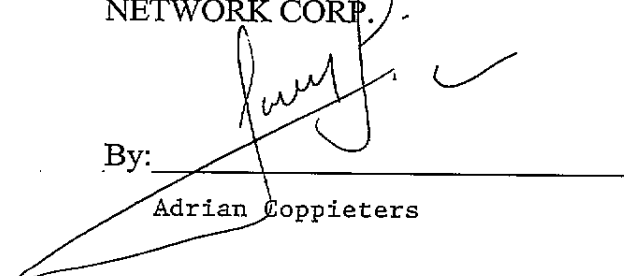
NETWORK RESERVATION
CENTER, INC.


Attest: Secretary
Andrea Coppieters

By: 
Andrea Coppieters

HOTEL DISCOUNTS
NETWORK CORP.


Attest: Secretary
Rosana Teixeira

By: 
Adrian Coppieters

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into July 27, 2000, by and between HOTEL DISCOUNTS NETWORK CORP., a Florida corporation ("HDN"), and NETWORK RESERVATION CENTER, INC., a Florida corporation ("Network").

WHEREAS, pursuant to the terms and conditions of this Agreement and in accordance with the Florida Business Corporation Act, HDN and Network will enter into a transaction in which Network will merge with and into HDN (the "Merger"); and

WHEREAS, the Board of Directors of Network has determined that the Merger is consistent with and in furtherance of the long term business strategy of Network and is fair to, and in the best interests of, Network and the holders of the common stock of Network, and has approved and adopted this Agreement and has approved the Merger and recommended approval and adoption of the Agreement and the Merger by the shareholders of Network; and

WHEREAS, the Board of Directors of HDN has determined that the Merger is consistent with and in furtherance of the long term business strategy of HDN and is fair to, and in the best interests of, HDN and the holders of the common stock of HDN, and has approved and adopted this Agreement and has approved the Merger and recommended approval and adoption of the Agreement and Merger by the shareholders of HDN; and

WHEREAS, for Federal income tax purposes, it is intended that the Merger qualify as a tax-free reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, the parties hereby agree as follows:

1. Merger. Upon the terms and conditions set forth in this Agreement, and in accordance with the Florida Business Corporation Act, Network shall be merged with and into HDN. As a result of the Merger, the separate corporate existence of Network shall cease and HDN shall continue as the surviving corporation following the Merger.

2. Effective Date of Merger. The effective date of the Merger shall be August 1, 2000. As soon as practical following the execution of the Agreement, and approval of the Agreement by the shareholders of Network and HDN, the parties shall cause Articles of Merger to be filed with the Secretary of State of the State of Florida.

3. Effect of Merger. Upon the effective date of the Merger as set forth in paragraph 2 above, the following shall occur by operation of law:

(a) Network shall merge into HDN and the separate existence of Network shall cease, and HDN shall be the surviving corporation.

(b) The title to all real estate and other property, or any interest therein, owned by Network and HDN shall be vested in HDN as the surviving corporation, without reversion or impairment. Neither the rights of creditors nor any liens upon the property of Network or HDN shall be impaired by the Merger.

(c) HDN, as the surviving corporation, shall, from the effective date of the Merger, be responsible and liable for all the liabilities and obligations of Network.

(d) Any existing claim, action, or proceeding pending by or against Network or HDN may be continued as if the Merger did not occur, or HDN, as the surviving corporation, may be substituted in the proceeding for and on behalf of Network.

(e) The shares of stock of Network shall be converted into shares of stock of HDN, and the former holders of the shares of stock of Network are entitled only to the rights provided in the Articles of Merger or to their rights under Section 607.1302 of the *Florida Statutes*.

4. Conversion of Shares. The manner and basis of converting the shares of stock of Network into shares of stock of HDN are as follows:

(a) As of the effective date of the Merger as set forth in paragraph 2 above, each share of common stock of HDN issued and outstanding immediately prior to the Merger shall remain issued and outstanding and shall be unchanged as a result of the Merger.

(b) As of the effective date of the Merger as set forth in paragraph 2 above, each share of common stock, One Dollar (\$1.00) par value, of Network, which is issued and outstanding, shall be converted into Four Thousand Eight Hundred (4,800) shares of common stock of HDN. The total consideration that the shareholders of Network shall receive for the Five Hundred (500) shares of outstanding One Dollar (\$1.00) par value common stock of Network shall be Two Million Four Hundred Thousand (2,400,000) shares of common stock of HDN.

5. Representation and Warranties of Network. Network represents and warrants to HDN as follows:

(a) Network is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, and has the requisite authority to own, lease, and operate its properties and to carry on its business as it is now being conducted.

(b) Network has all the necessary power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated herein. The execution and delivery of this Agreement by Network and the consummation by Network of the transactions contemplated herein have been duly and validly authorized and no other corporate proceedings on the part of Network are necessary to authorize this Agreement or to consummate the transactions contemplated herein (other than, with respect to the Merger, the approval and adoption of this Agreement by the holders of a majority of the shares of stock of Network).

(c) The execution and delivery of this Agreement by Network does not, and the performance of the transactions contemplated herein by Network will not, (i) conflict with or violate the Articles of Incorporation or Bylaws of Network; (ii) conflict with or violate any law, rule, regulation, order, judgment, or decree applicable to Network; or (iii) result in any breach of or constitute a default with respect to any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, or other instrument or obligation to which Network is a party.

6. Representations and Warranties of HDN. HDN represents and warrants to Network as follows:

(a) HDN is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, and has the requisite authority to own, lease, and operate its properties and to carry on its business as it is now being conducted.

(b) HDN has all the necessary power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated herein. The execution and delivery of this Agreement by HDN and the consummation by HDN of the transactions contemplated herein have been duly and validly authorized and no other corporate proceedings on the part of HDN are necessary to authorize this Agreement or to consummate the transactions contemplated herein (other than, with respect to the Merger, the approval and adoption of this Agreement by the holders of a majority of the shares of stock of HDN).

(c) The execution and delivery of this Agreement by HDN does not, and the performance of the transactions contemplated herein by HDN will not, (i) conflict with or violate the Articles of Incorporation or Bylaws of HDN; (ii) conflict with or violate any law, rule, regulation, order, judgment, or decree applicable to HDN; or (iii) result in any breach of or constitute a default with respect to any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, or other instrument or obligation to which HDN is a party.

7. Additional Documents; Further Cooperation. As of the effective date of the Merger and from time to time thereafter, at the request of any party and without further

consideration, the other party shall execute and deliver such instruments and take such other action as may reasonably be required to carry out the intent of the parties in effecting the transactions contemplated by this Agreement and the Merger.

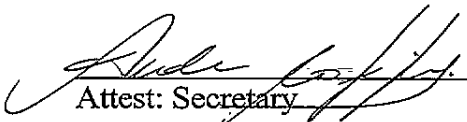
8. Successors and Assigns; Entire Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. This Agreement represents the entire understanding of the parties presently in effect and includes all surviving obligations between them. In addition, the parties agree that any other agreements previously entered into between them with respect to the subject matter hereof are hereby terminated, superseded, and canceled by the execution of this Agreement.

9. Modification; Waiver. This Agreement may be modified only by an amendment in writing signed by the parties, and no provision herein may be waived other than by a written instrument signed by the parties.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.


IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

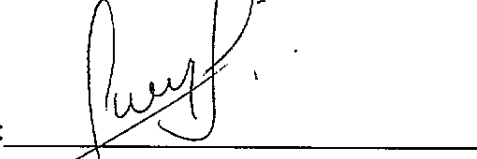
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