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MERGER OR SHARE EXCHANGE

TRIOLOGY ACQUISITION CORPORATION

Certificate of Status	1
Certified Copy	1
Page Count	15
Estimated Charge	\$87.50

Merger w/NAME CHANGE

ARTICLES OF MERGER
Merger Sheet

MERGING:

TRILOGY INTERNATIONAL, INC., a Florida corporation, P98000070358

INTO

TRILOGY ACQUISITION CORPORATION which changed its name to
TRILOGY INTERNATIONAL, INC., a Florida entity, P99000103431

File date: December 1, 1999

Corporate Specialist: Darlene Connell

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Articles of Merger

Merging

Trilogy International, Inc. with and into Trilogy Acquisition Corporation
Pursuant to Section Sections 607.1101, 607.1103, 607.1105, 607.1106, 607.1301, 607.1302
and 607.1320, Florida Statutes (the "Florida Corporate Merger Laws")

THE UNDERSIGNED, being the President and Secretary, respectively, of both Trilogy Acquisition Corporation and Trilogy International, Inc., both Florida corporations organized and existing under and by virtue of Chapter 607, Florida Statutes, do hereby certify as follows:

Witness:

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105, Florida Statutes.

FIRST: That:

- (A) The name and state of incorporation of each of the constituent corporations in the merger follows:

Trilogy International, Inc., a Florida corporation
 Trilogy Acquisition Corporation, a Florida corporation

- (B) Trilogy International, Inc. shall be merged into Trilogy Acquisition Corporation which shall be the surviving corporation as a wholly owned subsidiary of AmeriNet Group.com, Inc., a publicly held Delaware corporation ("AmeriNet") which currently holds all of Trilogy Acquisition Corporation's outstanding securities.

SECOND: That an Agreement and Plan of Merger dated as of November 27, 1999 (the "Reorganization Agreement"), between AmeriNet, Trilogy International, Inc. and Trilogy Acquisition Corporation has been approved, adopted, certified, executed, and acknowledged by each of the constituent corporations in accordance with Sections 607.1101, 1103, 1105 and 1106, Florida Statutes.

THIRD: That Trilogy Acquisition Corporation shall be the surviving corporation (the "Surviving Corporation") but that its name shall be changed to "Trilogy International, Inc."

FOURTH: That the Articles of Incorporation of Trilogy Acquisition Corporation shall be the Articles of Incorporation of the Surviving Corporation, subject to amendment of its name by changing it to "Trilogy International, Inc."

FIFTH: That the executed Reorganization Agreement is on file at the principal place of business of the Surviving Corporation, at the following address: Trilogy International, Inc.; 526 Southeast Dixie Highway; Stuart, Florida 34994.

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Trilogy International and Trilogy Acquisition

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- SIXTH:** That a copy of the Reorganization Agreement will be furnished by the Surviving Corporation, on request, and without cost, to any stockholder of any constituent corporation.
- SEVENTH:** That the plan of merger, as stated in Article I of the Reorganization Agreement, is as follows:

Article I
Plan of Reorganization

1.1 The Merger; Definitions.

(A) The Merger.

At the Effective Time (as defined in Section 1.2) and subject to and upon the terms and conditions of this Agreement and Sections 607.1101, 607.1103, 607.1105, 607.1106, 607.1301, 607.1302 and 607.1320, Florida Statutes (the "Florida Corporate Merger Laws"), Trilogy shall be merged with and into Trilogy Acquisition, the separate corporate existence of Trilogy shall cease and Trilogy Acquisition shall continue as the surviving corporation.

(B) Definitions.

The following terms, whether or not initially capitalized, will have the meanings set forth below:

- | | |
|------------------------------------|---|
| (1) Aggregate Common Stock Number: | The "Aggregate Common Stock Number" shall mean the aggregate number of shares of Trilogy's Common Stock outstanding immediately prior to the Effective Time. |
| (2) Aggregate Option Number: | The "Aggregate Option Number" shall mean the aggregate number of shares of Trilogy's Common Stock issuable upon the exercise of all outstanding options, warrants and other convertible securities (if any) to acquire shares of Trilogy's Common Stock (whether vested or unvested) immediately prior to the Effective Time. |
| (3) Aggregate Share Number: | The "Aggregate Share Number" shall be 1,817,273. |

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- (4) **Affiliate:** An entity or person that controls, is controlled by or is under common control with another person.
- (5) **Capital Stock** The generic term used for equity securities, whether common, preferred or otherwise.
- (6) **The Commission:** The United States Securities and Exchange Commission.
- (7) **Code:** the Internal Revenue Code of 1986, as amended.
- (8) **Escrow Number:** The "Escrow Number" shall be that number of shares of AmeriNet Common Stock equal to the Aggregate Share Number multiplied by twenty percent.
- (9) **Escrow Stock:** The shares of AmeriNet common stock issuable to Trilogy's stockholders retained for the purpose described in Article VII.
- (10) **Exchange Act:** The Securities Exchange Act of 1934, as amended.
- (11) **Exchange Act Reports** All reports filed by AmeriNet with the Commission pursuant to Sections 12(g), 13 and 15(d) of the Exchange Act.
- (11) **Exchange Ratio:** The "Exchange Ratio" shall mean the quotient obtained by dividing (x) the Aggregate Share Number by (y) the Aggregate Common Stock Number.
- (12) **Florida Corporate Merger Laws:** Sections 607.1101, 607.1103, 607.1105, 607.1106, 607.1301, 607.1302 and 607.1320, Florida Statutes.
- (13) **Knowledge:** When used to qualify a representation or warranty, the

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word "knowledge" or any derivations or variations thereof, whether in the form of a word or phrase, shall mean knowledge after reasonable inquiry by an executive officer of the legal entity on whose behalf the assertion is made and will include information that such legal entity should have had in the exercise of reasonable diligence.

(14) Material:

When used to qualify a representation or warranty, the word "material" or any derivations or variations thereof, whether in the form of a word or phrase, shall mean a variance that could have negatively affected a decision by a reasonably prudent person to engage in the transactions contemplated by this Agreement, and shall be measured both on the occasion in which such term is referenced as well as on an aggregate basis with other similar matters.

(15) NASD:

The National Association of Securities Dealers, Inc., a Delaware corporation and self regulatory organization registered with the Commission.

(16) Options or Warrants:

The terms "Option[s]" and "Warrant[s]," as used in connection with Trilogy, shall be deemed to include Trilogy's currently outstanding ten year options, its currently outstanding five year warrants and any other rights to receipt of securities of Trilogy, unless the context clearly requires a different interpretation.

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- (17) OTC Bulletin Board: The over the counter electronic securities market operated by the NASD.
- (18) Securities Act: The Securities Act of 1933, as amended.
- (19) Substantial Compliance: Compliance which the Party for whose benefit or at whose request an act is performed, or for whose benefit or at whose request an act is refrained from could under the circumstances be reasonably expected to accept as full compliance.
- (20) Surviving Corporation: Trilogy Acquisition, as the surviving corporation after the Merger, but operating under the name "Trilogy International, Inc."
- (21) Tax: For the purposes of this Agreement, a "Tax" or, collectively, "Taxes," means any and all federal, state, local and foreign taxes, assessments and other governmental charges, duties, impositions and liabilities, including taxes based upon or measured by gross receipts, income, profits, sales, use and occupation, and value added, ad valorem, transfer, franchise, withholding, payroll, recapture, employment, excise and property taxes, together with all interest, penalties and additions imposed with respect to such amounts and any obligations under any agreements or arrangements with any other person with respect to such amounts.
- (22) Additional defined terms are specified in certain sections and subsections below and are characterized by the use of initial letter capitalization.

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1.2 Effective Date & Time.

- (A) As promptly as practicable after the satisfaction or waiver of the conditions set forth in Article VI, the Parties shall cause the Merger to be consummated by filing articles of merger (the "Articles of Merger") with the Secretary of State of the State of Florida, in such form as required by, and executed in accordance with the relevant provisions of the Florida Corporate Merger Laws.
- (B) The effective date and time of the Merger shall be the time on which the Articles of Merger are recorded as having been filed by the Secretary of State of the State of Florida on Monday, November 29, 1999 (the "Effective Date" and the "Effective Time," respectively).
- (C) (1) This Agreement is being executed on November 29, 1999 and the Parties hereby acknowledge that:
- (a) AmeriNet has caused \$250,000 to be deposited in an attorneys' trust account maintained by Michael Harris, P.A., a Florida professional corporation which is acting as legal counsel to Trilogy in conjunction with the Merger (the "Closing Deposit" and the "Harris Firm");
 - (b) The Closing Deposit is intended to meet AmeriNet's obligation to invest at least \$250,000 in Trilogy Acquisition, as called for by Section 5.13(A) of this Agreement.
- (2) In the event that on the Effective Date the Parties have completed execution of this Agreement and have thereafter confirmed in writing to each other and to the Harris Firm that they are satisfied that all conditions precedent to the Merger have been met or are being waived, deferred or converted to conditions subsequent, the Harris Firm will cause the Merger to be effected by filing the articles of merger provided to it by AmeriNet's legal counsel with the Department of State of the State of Florida in the manner required by the laws of the State of Florida to effectuate the Merger, and, upon receipt of confirmation that the filing is effective, shall release the proceeds of the Closing Deposit to the Successor Corporation (the "Closing").
- (3) In the event that the Merger does not take place on the Effective Date, the Harris Firm will immediately return the proceeds of the Closing Deposit to the order of AmeriNet.

1.3 Effect of the Merger.

- (A) At the Effective Time, the effect of the Merger shall be as provided under the Florida Corporate Merger Laws.

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- (B) Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the property, rights, privileges, powers and franchises of Trilogy and Trilogy Acquisition shall vest in the Surviving Corporation and all debts, liabilities and duties of Trilogy and Trilogy Acquisition shall become the debts, liabilities and duties of the Surviving Corporation.

1.4 Articles of Incorporation: Bylaws.

Unless otherwise determined by AmeriNet prior to the Effective Date, provided that they are materially similar to the forms of articles of incorporation and bylaws included in Schedule 1.4, at the Effective Time:

- (A) The articles of incorporation of Trilogy Acquisition, as in effect immediately prior to the Effective Time, shall be the articles of incorporation of the Surviving Corporation until thereafter amended as provided by law and such articles of incorporation; *provided, however*, that Article I of the articles of incorporation of the Surviving Corporation, shall be amended to read as follows: "The name of the corporation is Trilogy International, Inc."
- (B) The bylaws of Trilogy Acquisition, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Corporation until thereafter amended.

1.5 Directors and Officers.

Subject to the requirements of Section 5.14, the directors of Trilogy Acquisition immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation, each to hold office in accordance with the articles of incorporation and bylaws of the Surviving Corporation, and the officers of Trilogy Acquisition immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation, in each case until their respective successors are duly elected or appointed and qualified.

1.6 Maximum Shares to Be Issued: Effect on Capital Stock.

- (A) (1) The number of shares of AmeriNet Common Stock to be issued (excluding the shares of AmeriNet Common Stock to be reserved for issuance upon exercise of Trilogy's Options and Warrants assumed by AmeriNet) in exchange for the cancellation of all of the Trilogy Common Stock (the only Trilogy securities to be outstanding or reserved at the Effective Time); shall be determined immediately prior to the Effective Date and shall be equal to the Aggregate Share Number [as defined, along with other capitalized terms used herein, in Section 1.1(B)]; *provided, however*, that such Aggregate Share Number shall be adjusted as provided in Section 1.6(B)(5) below and to reflect the exercise of any Dissenters' Rights which will result in a pro rata adjustment to the Aggregate Share Number, as provided for in Section 1.7 below.

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- (2) No adjustment shall be made in the number of shares of AmeriNet Common Stock issued in the Merger as a result of any cash proceeds received by Trilogy from the date hereof to the Effective Date pursuant to the exercise of currently outstanding Options or Warrants to acquire Trilogy's Common Stock; *provided that:*

- (a) The proceeds therefrom are retained in a segregated escrow account by Trilogy's legal counsel and are not directly or indirectly (through the incurrence of debt or otherwise) expended prior to the conclusion of the Merger;
- (b) Such funds are credited against the \$250,000 in funding to be provided by AmeriNet to the Surviving Corporation pursuant to Section 5.13 of this Agreement; and
- (c) The securities issuable upon exercise of the Options and Warrants are held in abeyance until the Effective Time, whereupon AmeriNet common stock shall be issued as provided in Section 1.6 below.

- (B) Subject to the terms and conditions of this Agreement, as of the Effective Time, by virtue of the Merger and without any action on the part of Trilogy Acquisition, Trilogy or the holder of any of the following securities:

- (1) Conversion of Trilogy's Securities.

Each share of Trilogy's common stock, par value \$0.001 per share ("Trilogy's Common Stock") including all of Trilogy's formerly outstanding preferred stock par value \$0.001 per share which will be converted to Trilogy Common Stock prior to the Effective Time ("Trilogy's Preferred Stock,") outstanding immediately prior to the Effective Time [other than any shares of Trilogy's Capital Stock to be canceled pursuant to Section 1.6 and any Dissenting Shares, as defined and to the extent provided in Section 1.7] will be canceled and extinguished and be converted automatically into the right to receive that number of shares of AmeriNet Common Stock equal to the Exchange Ratio upon surrender of the certificate representing such shares of Trilogy's Common Stock in the manner provided in Section 1.8.

- (2) Cancellation of AmeriNet Owned and Trilogy Owned Stock.

Each share of Trilogy's Common Stock owned by Trilogy Acquisition, AmeriNet, Trilogy or any direct or indirect wholly owned subsidiary of AmeriNet, Trilogy Acquisition or of Trilogy immediately prior to the Effective Time shall be canceled and extinguished without any conversion thereof.

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(3) Stock Options & Warrants.

- (a) All Trilogy Common Stock purchase Options and Warrants are disclosed in Schedule 1.6(B)(3) and no additional rights to purchase any Trilogy securities will be granted without the prior written consent of AmeriNet.
- (b) At the Effective Time, all Options and Warrants to purchase Trilogy's Common Stock shall be assumed by AmeriNet and entitle the holder to purchase one share of unregistered AmeriNet Common Stock for every three shares of Trilogy's Common Stock that was issuable pursuant to such Option or Warrant prior to the Merger, at \$0.75 per share; *provided, that:*
- (i) The shares of AmeriNet Common Stock issuable upon exercise of the Option or Warrant will be issued in reliance on the exemptive provisions of Section 4(2) of the Securities Act of 1933, as amended (the "Securities Act") and that at the time of exercise the AmeriNet Common Stock may be legally issued in reliance of Section 4(2) of the Securities Act;
- (ii) The Warrants will be exercisable for a period of five years following the Effective Time; and
- (iii) The terms of the Options or Warrants after their conversion to AmeriNet options and warrants, other than as specifically set forth in this Agreement, shall be identical to the terms at the time of their issuance.
- (c) In the event that AmeriNet files a registration statement on Commission Form S-8 registering securities to be issued or held by employees of AmeriNet or of AmeriNet's subsidiaries, the AmeriNet common stock purchase Options received by and held by employees and consultants of the Surviving Corporation and former employees and consultants of Trilogy, shall be included therein to the extent that they are legally eligible for inclusion therein.

(4) Capital Stock of Trilogy Acquisition.

Each stock certificate of Trilogy Acquisition evidencing ownership of any such shares shall continue to evidence ownership of such shares of Common Stock of the Surviving Corporation, all of which will be held by AmeriNet.

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(5) Adjustments to Exchange Ratio.

The Exchange Ratio shall be adjusted to reflect fully the effect of any stock split, reverse split, stock dividend (including any dividend or distribution of securities convertible into AmeriNet Common Stock or Trilogy's Common Stock), reorganization, recapitalization or other like change with respect to AmeriNet Common Stock or Trilogy's Common Stock occurring after the date hereof and prior to the Effective Time, and the exercise of any Dissenters' Rights.

(6) Fractional Shares.

No fraction of a share of AmeriNet Common Stock will be issued, but in lieu thereof each holder of shares of Trilogy's Common Stock who will otherwise be entitled to a fraction of a share of AmeriNet Common Stock (after aggregating all fractional shares of AmeriNet Common Stock to be received by such holder) shall be entitled to receive from AmeriNet a whole share of AmeriNet Common Stock.

1.7 Dissenting Shares.

- (A) Notwithstanding any provision of this Agreement to the contrary, any shares of Trilogy's Capital Stock held by a holder who has demanded and perfected appraisal rights for such shares in accordance with the Florida Corporate Merger Laws and who, as of the Effective Time, has not effectively withdrawn such appraisal rights ("Dissenting Shares"), shall not be converted into or represent a right to receive AmeriNet Common Stock pursuant to Section 1.6, but the holder thereof shall only be entitled to such rights as are granted by the Florida Corporate Merger Laws.
- (B) Notwithstanding the provisions of subsection (A), if any holder of shares of Common Stock of Trilogy who demands appraisal of such shares under the Florida Corporate Merger Laws shall effectively withdraw the right to appraisal, then, as of the later of the Effective Time and the occurrence of such event, such holder's shares shall automatically be converted into and represent only the right to receive AmeriNet Common Stock, without interest thereon, upon surrender of the certificate representing such shares.
- (C) (1) Trilogy shall give AmeriNet:
- (a) Prompt notice of any written demands for appraisal of any shares of Capital Stock of Trilogy, withdrawals of such demands, and any other instruments served pursuant to the Florida Corporate Merger Laws and received by Trilogy; and
 - (b) The opportunity to participate in all negotiations and proceedings which take place prior to the Effective Time with respect to demands for appraisal under the Florida Corporate Merger Laws.

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- (2) Trilogy shall not, except with the prior written consent of AmeriNet, voluntarily make any payment before the Effective Time with respect to any demands for appraisal of Capital Stock of Trilogy or offer to settle or settle any such demands.
- (D) The Aggregate Share Number shall be reduced to reflect the quantity of AmeriNet Common Stock that would have been issued to person's electing to exercise Dissenters's Rights.
- (E) All payments to Trilogy Capital Stockholders that exercise Dissenters' Rights shall be made by Trilogy.

1.8 Surrender of Certificates.

- (A) Exchange Agent.

Unless modified by AmeriNet, Liberty Transfer Co., Inc., of Huntington, New York, AmeriNet's current transfer agent, shall serve as exchange agent (the "Exchange Agent") in the Merger.

- (B) AmeriNet to Provide Common Stock.

Promptly after the Effective Time, AmeriNet shall make available to the Exchange Agent for exchange in accordance with this Article I the shares of AmeriNet Common Stock issuable pursuant to Section 1.6 in exchange for outstanding shares of Trilogy's Common Stock.

- (C) Exchange Procedures.

- (1) Promptly after the Effective Time, the Surviving Corporation, shall cause to be mailed to each holder of record of a certificate or certificates (the "Certificates") which immediately prior to the Effective Time represented outstanding shares of Trilogy's Common Stock whose shares were converted into the right to receive shares of AmeriNet Common Stock pursuant to Section 1.6:

- (a) A letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates to the Exchange Agent and shall be in such form and have such other provisions as AmeriNet may reasonably specify); and
- (b) Instructions for use in effecting the surrender of the Certificates in exchange for certificates representing shares of AmeriNet Common Stock.

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- (2) Upon surrender of a Certificate for cancellation to the Exchange Agent or to such other agent or agents as may be appointed by AmeriNet, together with such letter of transmittal, duly completed and validly executed in accordance with the instructions thereto, the holder of such Certificate shall be entitled to receive in exchange therefor a certificate representing the number of whole shares of AmeriNet Common Stock (less the number of shares of AmeriNet Common Stock to be deposited in the Escrow Fund on such holder's behalf pursuant to Article VII hereof) to which such holder is entitled pursuant to Section 1.6, and the Certificate so surrendered shall forthwith be canceled.
- (3) As soon as practicable after the Effective Time, and subject to and in accordance with the provisions of Article VII hereof, AmeriNet shall cause to be distributed to the Escrow Agent (as defined in Article VII) a certificate or certificates representing that number of shares of AmeriNet Common Stock equal to the Escrow Number which shall be registered in the name of the Escrow Agent.
- (4) Such shares shall be beneficially owned by the holders on whose behalf such shares were deposited in the Escrow Fund but shall be available to compensate AmeriNet for certain damages as provided in Article VII.
- (5) Until so surrendered, each outstanding Certificate that, prior to the Effective Time, represented shares of Trilogy's Common Stock will be deemed from and after the Effective Time, for all corporate purposes, other than the payment of dividends, to evidence the ownership of the number of full shares of AmeriNet Common Stock into which such shares of Trilogy's Common Stock shall have been so converted in accordance with Section 1.6.
- (D) Distributions With Respect to Unexchanged Shares.
- (1) No dividends or other distributions declared or made after the Effective Time with respect to AmeriNet Common Stock with a record date after the Effective Time will be paid to the holder of any unsurrendered Certificate with respect to the shares of AmeriNet Common Stock represented thereby until the holder of record of such Certificate shall surrender such Certificate.
- (2) Subject to applicable law, following surrender of any such Certificate, there shall be paid to the record holder of the certificates representing whole shares of AmeriNet Common Stock issued in exchange therefor, without interest, at the time of such surrender, the amount of dividends or other distributions with a record date after the Effective Time theretofore paid with respect to such whole shares of AmeriNet Common Stock.

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(E) Transfers of Ownership.

If any certificate for shares of AmeriNet Common Stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it will be a condition of the issuance thereof that the certificate so surrendered will be properly endorsed and otherwise in proper form for transfer and that the person requesting such exchange will have paid to AmeriNet or any agent designated by it any transfer or other Taxes required by reason of the issuance of a certificate for shares of AmeriNet Common Stock in any name other than that of the registered holder of the certificate surrendered, or established to the satisfaction of AmeriNet or any agent designated by it that such Tax has been paid or is not payable.

(F) No Liability.

Notwithstanding anything to the contrary in this Section 1.8, none of the Exchange Agent, the Surviving Corporation, or any other Party shall be liable to a holder of shares of AmeriNet Common Stock or Trilogy's Capital Stock for any amount properly paid to a public official pursuant to any applicable abandoned property, escheat or similar law.

1.9 No Further Ownership Rights in Trilogy's Securities.

(A) All shares of AmeriNet Common Stock issued upon the surrender for exchange of shares of Trilogy's Common Stock in accordance with the terms hereof (including any cash paid in respect thereof) shall be deemed to have been issued in full satisfaction of all rights pertaining to such shares of Trilogy's Common Stock, and there shall be no further registration of transfers on the records of the Surviving Corporation, of shares of Trilogy's Capital Stock which were outstanding immediately prior to the Effective Time.

(B) If, after the Effective Time, Certificates are presented to the Surviving Corporation, for any reason, they shall be canceled and exchanged as provided in this Article I.

1.10 Lost, Stolen or Destroyed Certificates.

In the event any certificates evidencing shares of Trilogy's Common Stock shall have been lost, stolen or destroyed, the Exchange Agent shall issue in exchange for such lost, stolen or destroyed certificates, upon the making of an affidavit of that fact by the holder thereof, such shares of AmeriNet Common Stock and cash for fractional shares, if any, as may be required pursuant to Section 1.6; *provided, however*, that AmeriNet may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificates to deliver a bond in such sum as it may reasonably direct as indemnity against any claim that may be made against AmeriNet or the Exchange Agent with respect to the certificates alleged to have been lost, stolen or destroyed.

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1.11 Tax Consequences and Accounting Treatment.

- (A) It is intended by the Parties that the Merger shall constitute a reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended, and the Parties agree that if modification of the terms of this Agreement in a non-material manner to attain such qualification is necessary, they will negotiate in good faith to make such required modifications.
- (B) The Parties intend that this reorganization qualify for accounting treatment as a pooling of interests rather than as a purchase and the Parties agree that if modification of the terms of this Agreement is necessary to attain such accounting treatment they will negotiate in good faith to make such required modifications; however, the Parties acknowledge that the exchange of the outstanding Trilogy Preferred Stock for Trilogy Common Stock immediately prior to execution of this Agreement may make pooling of interest accounting for the Merger unavailable and such unavailability will not have any effect on the rights or obligations of the Parties under this Agreement.

1.12 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 Agreement including, without limitation: (i) the vesting in the Surviving Corporation of full right, title and possession to all assets, property, rights, privileges, powers and franchises of Trilogy and Trilogy Acquisition; (ii) compliance with the requirements of Code Section 368; and, (iii) use of the pooling of interest method to account for the reorganization in the audited financial statement of AmeriNet and the Surviving Corporation; the officers and directors of AmeriNet, Trilogy and Trilogy Acquisition are fully authorized in the name of their respective corporations or otherwise to take, and will take, all such lawful and necessary action.

EIGHTH:

 NINTH:

These articles of merger shall become effective at 5:00 o'clock, p.m., on Monday, November 29, 1999.

upon ~~the~~ confirmation by the Secretary of State that these articles of merger have been filed.

The Plan of Merger was adopted by the board of directors of AmeriNet, as the sole stockholder of Trilogy Acquisition Corporation the surviving corporation, on November 12, 1999, and by the board of directors of Trilogy Acquisition Corporation on November 27, 1999. 29

TENTH: The Plan of Merger was adopted unanimously by the board of directors and then by the stockholders of Trilogy International, Inc., as the merging corporation, on November 27, 1999.

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In Witness Whereof Trilogy International, Inc., and Trilogy Acquisition Corporation have caused these Articles of Merger to be executed by Carol A. Berardi, their President, and attested to by John Homes, their Secretary, this 28th day of November, 1999.

CB 30th

Trilogy International, Inc.
a Florida corporation

By:

Carol A. Berardi
Carol A. Berardi, President

{Corporate Seal}

~~Attest:~~

~~John Homes, Secretary~~

Trilogy Acquisition Corporation
a Florida corporation

By:

Carol A. Berardi
Carol A. Berardi, President

{Corporate Seal}

~~Attest:~~

~~John Homes, Secretary~~

Please Initial: Merging Corporation

Surviving Corporation

Trilogy International and Trilogy Acquisition

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