

S 37428

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December 23, 1999

VIA OVERNIGHT MAIL

State of Florida
Division of Corporations
409 E. Gaines Street
Tallahassee, FL 32399

600003080276--7
-12/27/99-01064-011
****121.50 ****121.50

Re: Merger Documents
Neptune Marketing Technologies, Inc. -S37425
Uranus Marketing Technology, Inc. -P93000068790
Jupiter Marketing Technologies, Inc. S37428

FILED
99 DEC 27 PM 12:33
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Dear Sir or Madam:

Enclosed please find the following for filing:

1. An original plus one copy of Articles of Merger for Neptune Marketing Technologies, Inc. (a Florida Corporation) into Neptune Marketing Technologies, Inc. (a New Jersey Corporation) with check payable to Florida Department of State in the amount of \$85.50 representing filing fees; and
2. An original plus one copy of Articles of Merger for Jupiter Marketing Technologies, Inc. and Uranus Marketing Technology, Inc. (both Florida Corporations) into Jupiter Payphones, Inc. (a New Jersey Corporation) with check payable to the Florida Department of State in the amount of \$121.50 representing filing fees.

Please return a copy of the filed documents in the Airborne Express envelope provided. If you have any questions regarding the enclosed, do not hesitate to call me at 1-800-319 5999. Thank you for your prompt attention to this matter.

Sincerely,


Barbara D. Geary

merger

encl.

T. LEWIS JAN 10 2000

ARTICLES OF MERGER
Merger Sheet

MERGING:

JUPITER MARKETING TECHNOLOGIES, INC., a Florida corporation, S37428.
URANUS MARKETING TECHNOLOGY, INC., a Florida corporation,
P93000068790

INTO

JUPITER PAYPHONES, INC., a New Jersey corporation not qualified in Florida.

File date: December 27, 1999

Corporate Specialist: Thelma Lewis

Florida

ARTICLES OF MERGER

OF

JUPITER MARKETING TECHNOLOGIES, INC. A FLORIDA CORPORATION
AND

URANUS MARKETING TECHNOLOGY, INC., A FLORIDA CORPORATION

INTO

JUPITER PAYPHONES, INC. A NEW JERSEY CORPORATION

FILED
99 DEC 27 PM 12:33
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act, the undersigned corporations, Jupiter Marketing Technologies, Inc. a corporation organized and existing in the state of Florida (Jupiter-FL) and Uranus Marketing Technology, Inc. a corporation organized and existing under the laws of the state of Florida (Uranus) adopt the following Articles of Merger for the purpose of merging Jupiter-FL into Uranus into Jupiter Payphones, Inc., a New Jersey corporation (Jupiter-NJ).

1. The surviving entity of this merger shall be Jupiter Payphones, Inc., a New Jersey corporation.
2. The name and jurisdiction of each participating entity are as follows:

Jupiter Marketing Technologies, Inc.	Florida
Uranus Marketing Technology, Inc.	Florida
Jupiter Payphones, Inc.	New Jersey

PLAN OF MERGER

3. The Plan of Merger setting forth the terms and conditions of the merger of Jupiter-FL and Uranus into Jupiter-NJ is attached to this certificate at Exhibit A.

ADOPTION OF PLAN

4. There are 100 shares of common stock, each with no par value of Jupiter-NJ issued and outstanding that were entitled to vote on the Plan of Merger. There are 100 shares of common stock, each with no par value of Uranus issued and outstanding that were entitled to vote on the Plan of Merger. All issued and outstanding shares were voted in favor of the Plan of Merger and no votes were voted against the Plan of Merger by the shareholders on November 15, 1999.

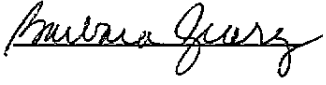
5. There are 25 shares of common stock, each with no par value of Jupiter-NJ issues and outstanding that were entitled to vote on the Plan of Merger. All 25 shares were voted in favor of the Plan of Merger and no votes were voted against the Plan of Merger by the shareholders on November 15, 1999.

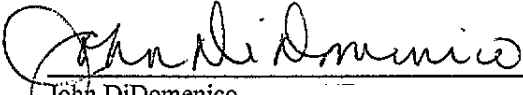
EFFECTIVE DATE

6. The Plan of Merger shall be effective on the filing of these Articles with the Secretary of State of the State of Florida.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to be signed and sealed this 22nd day of November, 1999.

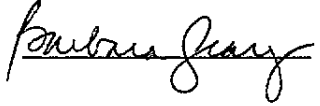
ATTEST: JUPITER MARKETING TECHNOLOGIES, INC.,
a Florida Corporation

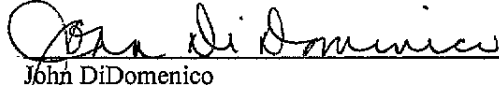




John DiDomenico

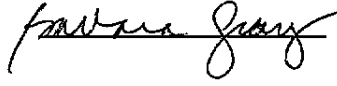
ATTEST: URANUS MARKETING TECHNOLOGY, INC.,
a Florida Corporation

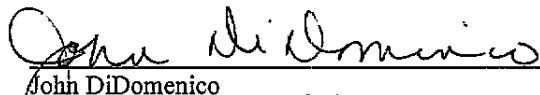




John DiDomenico

ATTEST: JUPITER PAYPHONES, INC.,
a New Jersey Corporation





John DiDomenico

AGREEMENT AND PLAN OF MERGER

BETWEEN

JUPITER PAYPHONES, INC.
a New Jersey Corporation
and

JUPITER MARKETING TECHNOLOGIES, INC.
a Florida Corporation

URANUS MARKETING TECHNOLOGY, INC.
a Florida Corporation

Agreement entered into this 22nd day of November, 1999 by and between Jupiter Payphones, Inc. a New Jersey Corporation ("Buyer") and Jupiter Marketing Technologies, Inc. a Florida Corporation, ("Jupiter-NJ") and Uranus Marketing Technology, Inc. ("Uranus") (collectively hereinafter referred to as "Target" or "Targets"). The Buyer and the Targets are collectively referred herein as the "Parties."

RECITALS:

This Agreement contemplates the tax-free merger of the Targets with and into the Buyer in a reorganization pursuant to Code Sec 368 (a) (1)(A). The Target Stockholders will receive capital stock in the Buyer in exchange for their stock in the Target. The Parties expect that the Merger will further certain of their business objectives including, without limitation, the consolidation of the business holdings of John DiDomenico, who is the sole shareholder of both the Buyer and the Targets.

1. Basic Transaction.

- (a) The Merger. On and subject to the terms and conditions of this Agreement, the Targets will merge with and into the Buyer (the "Merger") at the Effective Time. The Buyer shall be the surviving corporation following the Merger.
- (b) The Closing. The Closing shall take place at the office of the Buyer on December 15, 1999.
- (c) Action at Closing. At the Closing, the Buyer and the Targets will file with the Secretary of State of the State of New Jersey a Certificate of Merger in the form attached hereto at Exhibit A (the "Certificate of Merger") and Articles of Merger with the Secretary of State of the State of Florida in the form attached hereto at Exhibit B.
- (d) Effect of Merger.
 - (i) General. The Merger shall become effective at the time the Buyer and the Target file the Certificate of Merger with the Secretary of State of the State of New Jersey ("Effective Time"). The Merger shall have the effect set forth in the New Jersey General Corporation Law. The Surviving Corporation may, at any time after the Effective Time, take

any action (including executing and delivering any documents) in the name and on behalf of either the Buyer or the Targets in order to carry out and effectuate the transactions contemplated by this Agreement.

- (ii) Certificate of Incorporation. The Certificate of Incorporation of Buyer in effect at and as of the Effective Time will remain the Certificate of Incorporation of the Surviving Corporation without any modification or amendment due to the Merger.
- (iii) Bylaws. The Bylaws of the Buyer in effect at and as of the Effective Time will remain the Bylaws of the Surviving Corporation without modification or amendment in the Merger.
- (iv) Directors and Officers. The directors and officers of the Buyer in the office at and as of the Effective Time will remain directors and officers of the Surviving Corporation (retaining their respective positions and terms of office).
- (v) Conversion of Target Shares. At and as of the Effective Time, (A) each Target Share (other than any Dissenting Share or Buyer-Owned Share) shall be converted into the right to receive one fourth of one (1/4) Buyer Share (the ratio of one (1/4) Buyer Share to one (1) Target Share is referred to herein as the "Conversion Ratio"), (B) each Dissenting Share shall be converted into the right to receive payment from the Surviving Corporation with respect thereto in accordance with the provisions of the New Jersey Corporation Law, and (C) each Buyer-owned Share shall be canceled; provided, however, that the Conversion Ratio shall be subject to equitable adjustment in the event of any stock split, stock dividend, reverse stock split, or other change in the number of Target Shares outstanding. No Target Share shall be deemed to be outstanding or to have any rights other than those set forth above in this Section 2(d)(v) after the Effective Time.
- (vi) Buyer Shares. Each Buyer Share issued and outstanding at and as of the Effective Time will remain issued and outstanding.

(e) Procedure for Payment

- (i) Closing of Transfer Records. After the close of business on the Closing Date, transfers of Target Shares outstanding prior to the Effective Time shall not be made on the stock transfer books of the Surviving Corporation.

2. Covenants. The Parties agree as follows with respect to the period from and after the execution of this Agreement:

- (a) General. Each of the Parties will use its reasonable best efforts to take all action and to do all things necessary in order to consummate and make effective the transactions contemplated by this Agreement.

- (b) Notices and Consents. The Targets will give notices to third parties, and will use its reasonable best efforts to obtain any third party consents that the Buyer may reasonably request.
- (c) New Jersey General Corporation Law. The Targets will call a special meeting of their Boards (the "Special Target Meeting") as soon as reasonably practicable in order that the Directors may consider and vote upon the adoption of this Agreement and the approval of the merger in accordance with the New Jersey General Corporation Law. The Buyer will call a special meeting of its Board (the "Special Buyer Meeting") as soon as reasonably practicable in order that the Directors may consider and vote upon the adoption of the Agreement and the approval of the merger in accordance with the New Jersey General Corporation Law.
- (d) Operation of Business. The Targets will not engage in any practice, take any action, or enter into any transaction outside the Ordinary Course of Business. Without limiting the generality of the foregoing:
 - (i) The Targets will not authorize or effect any change in their charter or bylaws;
 - (ii) The Targets will not grant any options, or warrants, or other right to purchase or obtain any of their capital stock or issue, sell, or otherwise dispose of any of their capital stock (except upon the conversion or exercise of options, warrants, and other rights currently outstanding);
 - (iii) The Targets will not declare, set aside, or pay any dividend or distribution with respect to their capital stock (whether in cash or in kind), or redeem, repurchase, or otherwise acquire any of their capital stock, in either case outside the Ordinary Course of Business;
 - (iv) The Targets will not issue any note, bond, or other debt security or create, incur, assume, or guarantee any indebtedness for borrowed money or capitalized lease obligation outside the Ordinary Course of Business;
 - (v) The Targets will not impose any Security Interest upon any of their assets outside the Ordinary Course of Business; and
 - (vi) The Targets will not make any capital investment in, make any loan to, or acquire the securities or assets of any other Person outside the Ordinary Course of Business
 - (vii) The Targets will not make any change in employment terms for any of the directors, officers, and employees outside of the Ordinary Course of Business; and
 - (viii) The Targets will not commit to any of the foregoing.
- (e) Continuity of Business Enterprise. The Buyer will continue at least one significant historic business line of the Targets, or use at least a significant portion of the Targets', or use at least a significant portion of the Targets'

historic business assets in a business, in each case within the meaning of Treas. Reg. Section 1.368-1(d).

3. Conditions to Obligation to Close.

(a) The obligation of the Buyer to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

- (i) This Agreement and the Merger shall have received the Requisite Target Stockholder Approval;
- (ii) The representations and warranties set forth herein shall be true and correct in all material respects at and as of the Closing Date;
- (iii) The Targets shall have performed and complied with all of their covenants hereunder in all material respects throughout the Closing;
- (iv) No action, suit or proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order decree, ruling or charge would (A) prevent consummation of any of the transactions contemplated by this Agreement, (B) cause any of the transactions contemplated by this Agreement to be rescinded following consummation, (C) affect the right of the Surviving Corporation to own the former assets, to operate the former businesses, and to control the former Subsidiaries of the Targets, or (D) affect adversely the right of any of the former subsidiaries of the Targets to own its assets and to operate its businesses and no such injunction, judgment, order, decree, ruling or charge shall be in effect;
- (v) This Agreement and the Merger shall have received the Requisite Stockholder Approval;
- (vi) The Buyer shall have received the resignations, effective as of the Closing, of each director and officer of the Targets and its Subsidiaries other than those whom the Buyer shall have specified in writing at least five (5) business days prior to the Closing; and
- (vii) All actions to be taken by the Targets in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments and other documents required to effect the transactions contemplated hereby will be reasonably satisfactory in form and substance to the Buyer.

(b) Conditions to Obligation of the Targets. The obligation of the Targets to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

- (i) This Agreement and the Merger shall have received the Requisite Board Approval;
- (ii) The representations and warranties set forth herein shall be true and correct in all material respects at and as of the Closing Date;

- (iii) The Buyer shall have performed and complied with all of its covenants hereunder in all material respects through the Closing;
- (iv) This Agreement and the Merger shall have received the Requisite Target Board Approval;
- (v) All Actions to be taken by the Buyer in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments and other documents required to effect the transactions contemplated hereby will be reasonably satisfactory in form and substance to the Targets.

3. Abandonment. Either Party may abandon this Agreement and Plan of Merger at any time, in accordance with N.J.S.A. 14A:10-8.

4. Miscellaneous.

- (a) Survival. None of the representations, warranties and covenants of the Parties will survive the Effective Time.
- (b) No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns; provided however, that the provisioning in Section 1 above concerning issuance of the Buyer Shares are intended for the benefit of the Target Stockholders.
- (c) Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire Agreement between the Parties and supercedes any prior understandings, agreements or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.
- (d) Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Party.
- (e) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
- (f) Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
- (g) Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New Jersey.
- (h) Amendment and Waivers. The Parties may mutually amend any provision of this Agreement at any time prior to the Effective Time with the prior authorization of their respective boards of directors; provided, however, that any amendment effected subsequent to stockholder approval will be subject to the restrictions contained in the New Jersey General

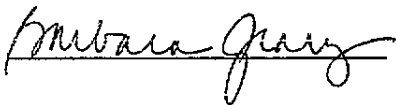
Corporation Law. No amendment of any provision this Agreement shall be valid unless the same shall be in writing and signed by the Parties. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

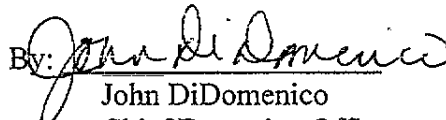
- (i) Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.
- (j) Expenses. Each of the Parties will bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.
- (k) Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context otherwise requires. The word "including" shall mean including without limitation.
- (l) Incorporation of the Exhibits and Schedules. The Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

ATTEST:

BUYER:
JUPITER PAYPHONES, INC.,
a New Jersey Corporation



By: 
John DiDomenico
Chief Executive Officer

TARGET:
JUPITER MARKETING
TECHNOLOGIES, INC.,
a Florida Corporation

Barbara Gray

By: John DiDomenico
John DiDomenico
President

TARGET:
URANUS MARKETING
TECHNOLOGY, INC.,
a Florida Corporation

Barbara Gray

By: John DiDomenico
John DiDomenico
President