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In the office of the Secretary of State
of the State of California

APR 01 1999

1952516 SURV

AGREEMENT OF MERGER

BILL JONES, Secretary of State

This Agreement of Merger (the "Agreement") is entered into as of March 31, 1999 by and among Zip2 Corp., a California corporation (the "Surviving Corporation"), and Compaq AV, Inc., a wholly owned subsidiary of Compaq Computer Corporation, a Delaware corporation ("Parent") and a Delaware corporation (the "Merging Corporation").

This Agreement is being entered into pursuant to an Amended and Restated Agreement and Plan of Reorganization and Merger, dated as of March 10, 1999, by and between Compaq Computer Corporation and the Surviving Corporation (the "Reorganization Agreement").

The boards of directors of each of the Surviving Corporation and the Merging Corporation have determined that the merger of the Merging Corporation with and into the Surviving Corporation (the "Merger") is in the best interests of each such corporation, respectively. The holders of a majority of (i) the outstanding shares of common stock, par value \$.001 per share (the "Common Stock"), of the Surviving Corporation voting together as a class and (ii) the outstanding shares of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock of the Surviving Corporation (collectively, the "Preferred Stock"), voting together as a separate class, have approved the Merger. Digital Equipment Corporation, a Massachusetts corporation, as sole stockholder of the Merging Corporation, also has approved the Merger as provided herein.

In consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Merger. The Merging Corporation shall be merged with and into the Surviving Corporation and the Surviving Corporation shall survive the merger.
2. Effective Time. The Merger contemplated herein shall become effective when a copy of this Agreement, with the required officers' certificates attached, is filed in accordance with Section 1103 of the California General Corporation Law (the "CGCL"). The date and time upon which the Merger becomes effective in accordance with the foregoing sentence is sometimes referred to

herein as the "Effective Time." The Merger shall have the effects set forth in the CGCL.

3. Succession. At the Effective Time, the Surviving Corporation shall succeed to and assume all of the rights, properties, liabilities and obligations of the Merging Corporation in the manner of and as more fully set forth in Section 1107 of the CGCL.

4. Articles of Incorporation and Bylaws. At the Effective Time, the articles of incorporation of the Surviving Corporation shall be amended and restated as set forth in Annex I to this Agreement until thereafter amended in accordance with the provisions thereof and as provided by applicable law. The Bylaws of the Surviving Corporation, as amended and in effect at the Effective Time, shall be the Bylaws of the Surviving Corporation until thereafter amended in accordance with the provisions thereof and as provided by applicable law.

5. Directors and Officers. At the Effective Time, the directors of the Merging Corporation shall be the directors of the Surviving Corporation and the officers of the Surviving Corporation shall be the officers of the Surviving Corporation until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be.

6. Further Assurances. At any time after the Effective Time, the last acting officers of the Merging Corporation or the corresponding officers of the Surviving Corporation may, in the name of such corporations, execute and deliver all such proper deeds, assignments and other instruments and take or cause to be taken all such further or other actions as the Surviving Corporation may deem necessary or desirable in order to vest, perfect or confirm in the Surviving Corporation title to and possession of all of the property, rights, privileges powers, franchises, immunities and interests of the Merging Corporation and otherwise to carry out the purposes of this Agreement.

7. Capital Stock of the Merging Corporation. Upon the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each share of common stock of the Merging Corporation, par value \$.01 per share (the "Merging Corporation Common Stock"), outstanding immediately prior to the Effective Time shall be converted into and become one fully paid and non-assessable share of Surviving Corporation common stock.

8. Capital Stock of the Surviving Corporation. Upon the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each share of Common Stock and Preferred Stock outstanding immediately prior to the Effective Time (other than shares of the capital stock of the Surviving Corporation that are owned by Parent, the Merging Corporation or any other subsidiary of Parent) shall be converted into the right to receive an amount per share equal to the aggregate cash consideration of \$307,195,731.00 to be paid by Parent, divided by the number of outstanding shares of Common Stock immediately prior to the Effective Time, on a fully-diluted, as-converted basis (assuming that all options, warrants, preferred stock and other rights with respect to the capital stock of the Surviving Corporation outstanding immediately prior to the Effective Time are exercised or converted immediately prior to the Effective Time, whether or not then exercisable or convertible) (such quotient, the "Per Share Consideration").

9. Stock Certificates of the Surviving Corporation. On and after the Effective Time, holders of certificates which immediately prior to the Effective Time represented outstanding shares, other than shares of the capital stock of the Surviving Corporation that are owned by Parent, the Merging Corporation or any other subsidiary of Parent, shall be deemed for all purposes to represent the right to receive the Per Share Consideration for each share held by them. All shares of capital stock of the Surviving Corporation that are owned by Parent, the Merging Corporation or any other subsidiary of Parent shall be cancelled and retired and shall cease to exist and no consideration shall be delivered in exchange therefor.

10. Stock Certificates of the Merging Corporation. On and after the Effective Time, all of the outstanding certificates which prior to that time represented shares of Merging Corporation Common Stock shall be deemed for all purposes to evidence ownership of and to represent the shares of the Surviving Corporation into which the shares of Merging Corporation Common Stock represented by such certificates have been changed as herein provided. The registered holder of Merging Corporation Common Stock shall, until such certificate shall have been surrendered for transfer or exchange or otherwise accounted for to the Surviving Corporation, have and be entitled to exercise any voting and other rights with respect to, and to receive any dividend and other distributions upon, the shares of the Surviving Corporation evidenced by such outstanding certificates as above provided.

11. Abandonment. This Agreement may be abandoned at any time before the Effective Time by the mutual consent of the parties hereto.

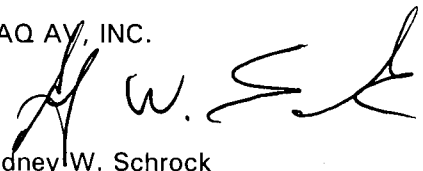
12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

13. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California without regard to any applicable principles of conflicts of law.

Each of the parties has caused this Agreement to be executed on its behalf by its respective officers thereunto duly authorized, all as of the date first above written.

COMPAQ AV, INC.

By:


Rodney W. Schrock
President

By:

Linda S. Auwers
Secretary

ZIP2 CORP.

By:

Derek Proudian
Chief Executive Officer


By:

Wayne B. Snyder
Secretary

Each of the parties has caused this Agreement to be executed on its behalf by its respective officers thereunto duly authorized, all as of the date first above written.

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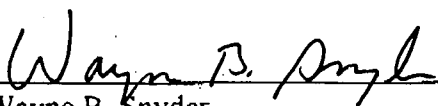
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President

By: _____
Linda S. Auwers
Secretary

ZIP2 CORP.

By:  _____
Derek Proudian
Chief Executive Officer

By:  _____
Wayne B. Snyder
Secretary

ANNEX I

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
ZIP2 CORP.**

FIRST: The name of the Corporation is Zip2 Corp. (hereinafter, the "Corporation").

SECOND: The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

THIRD: The total number of shares of stock which the Corporation shall have authority to issue is one thousand (1,000) shares of Common Stock, having a par value of one thousandth of a dollar (\$0.01).

FOURTH: The Corporation is authorized to provide indemnification of agents (as defined in Section 317 of the General Corporation Law of California (the "CGCL")) through Bylaw provisions, agreements with agents, vote of shareholders or disinterested directors or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the CGCL, subject only to the applicable limitations set forth in Section 204 of the CGCL with respect to actions for breach of duty to the Corporation and its shareholders.

FIFTH: The liability of the directors of the Corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

OFFICERS' CERTIFICATE

We, Derek Proudian, the Chief Executive Officer, and Wayne B. Snyder, the Secretary, of Zip2 Corp., a California corporation (the "Corporation"), hereby certify that:

1. We are the Chief Executive Officer and Secretary, respectively, of the Corporation.

2. The Agreement of Merger in the form attached hereto (the "Agreement of Merger") was duly approved by the Board of Directors of the Corporation.

3. The total number of outstanding shares of each class of the Corporation entitled to vote on the merger is as follows:

<u>Class</u>	<u>Total Number of Shares Entitled to Vote</u>
Common Stock, par value \$.001 per share	6,843,331
Preferred Stock, par value \$.001 per share, consisting of Series A, B and C	9,412,112

4. The Agreement of Merger was duly approved by the shareholders of this Corporation by the majority vote of the number of shares of each class which equaled or exceeded the vote required by each class to approve the Agreement of Merger.

5. Each class entitled to vote and the minimum percentage vote of each class required to approve the Agreement of Merger is as follows:

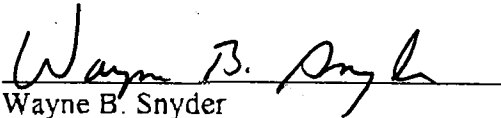
<u>Class</u>	<u>Minimum Percentage Vote</u>
Common Stock, par value \$.001 per share	greater than 50%
Preferred Stock, par value \$.001 per share, consisting of Series A, B and C	greater than 50%

We declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

Dated: March 31, 1999.



Derek Proudian
Chief Executive Officer



Wayne B. Snyder
Secretary

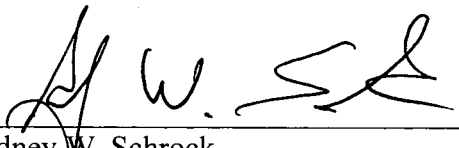
OFFICERS' CERTIFICATE

We, Rodney W. Schrock, the President, and Linda S. Auwers, the Secretary, of Compaq AV, Inc., a Delaware corporation (the "Corporation"), hereby certify that:

1. We are the President and Secretary, respectively, of the Corporation.
2. The Agreement of Merger in the form attached hereto (the "Agreement of Merger") was duly approved by the Board of Directors and the sole stockholder of the Corporation.
3. The stockholder approval was by the holder of 1,000 shares of common stock, par value \$.01, of the Corporation, constituting 100% of the outstanding capital stock of the Corporation.

We declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

Dated: March 31, 1999.



Rodney W. Schrock
President

Linda S. Auwers
Secretary

OFFICERS' CERTIFICATE


We, Rodney W. Schrock, the President, and Linda S. Auwers, the Secretary, of Compaq AV, Inc., a Delaware corporation (the "Corporation"), hereby certify that:

1. We are the President and Secretary, respectively, of the Corporation.
2. The Agreement of Merger in the form attached hereto (the "Agreement of Merger") was duly approved by the Board of Directors and the sole stockholder of the Corporation.
3. The stockholder approval was by the holder of 1,000 shares of common stock, par value \$.01, of the Corporation, constituting 100% of the outstanding capital stock of the Corporation.

We declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

Dated: March 31, 1999.

Rodney W. Schrock
President



Linda S. Auwers
Secretary