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May 31, 2000

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Tallahassee, FL 32301

Via Hand Delivery

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-06/01/00-01002-003
*****87.50 *****87.50

To Whom It May Concern:

Enclosed for filing, please find the **ARTICLES OF MERGER**, along with a check in the amount of **\$87.50** for the requisite filing fees and fees for obtaining **two (2) certified** copies of the **ARTICLES** for the following entity:

DATA ON AIR, INC.

Document Number: P95000042597

Upon receipt, please "date-stamp" the copy of the letter provided and call Ann Cotroneo at 222-7717, when the certified copies are ready. Thank you for your assistance in this matter.

Very truly yours,

Kelly B. Plante

Kelly B. Plante

Q. COULLIETTE JUN 01 2000

FILED

00 MAY 31 PM 4:37

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED

00 MAY 31 PM 4:06

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

KBP/amc
Enclosures
GHRCORP/GHR2.165
Stiglitz/2289-12

MELBOURNE
321-727-8100

ORLANDO
407-843-8880

TALLAHASSEE
850-222-7717

ARTICLES OF MERGER
Merger Sheet

MERGING:

DATA ON AIR, INC., a Florida corporation, P95000042597

INTO

DAIR ACQUISITION, INC., a Delaware entity, F00000002433

File date: May 31, 2000

Corporate Specialist: Cheryl Coulliette

ARTICLES OF MERGER

**DATA ON AIR, INC.
INTO
DAIR ACQUISITION, INC.**

The following articles of merger are submitted in accordance with Sections 607.1105 and 607.1107 of the Florida Business Corporation Act.

First: The surviving corporation is DAir Acquisition, Inc., a Delaware corporation.

Second: The merging corporation is Data on Air, Inc., a Florida corporation (the "Merging Corporation").

Third: Attached hereto as Exhibit A is the Plan of Merger (the "Plan of Merger").

Fourth: The merger shall become effective on the date these Articles of Merger are accepted for filing with the Florida Department of State.

Fifth: The Plan of Merger among the Merging Corporation, the shareholders of the Merging Corporation, DAir Acquisition, Inc. and Brience, Inc., a Delaware corporation that owns 100% of the issued and outstanding shares of DAir Acquisition, Inc., was adopted by the written consent of the sole director of DAir Acquisition, Inc. effective as of May 26, 2000 and adopted by the sole shareholder of DAir Acquisition, Inc. effective as of May 26, 2000.

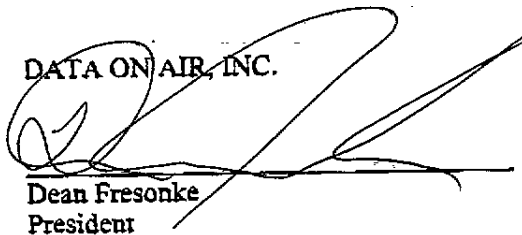
Sixth: The Plan of Merger was adopted by the unanimous written consent of the board of directors of the Merging Corporation effective as of May 19, 2000 and adopted by the unanimous written consent of the shareholders of the Merging Corporation effective as of May 30, 2000.

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TALLAHASSEE, FLORIDA

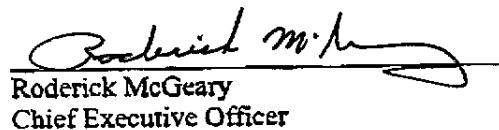
IN WITNESS WHEREOF, the undersigned, being duly authorized officers of Data on Air, Inc. and DAir Acquisition, Inc., respectively, hereby certify that the facts stated above are truly set forth and accordingly execute these Articles of Merger this 30th day of May, 2000.

DATA ON AIR, INC.



Dean Fresonke
President

DAIR ACQUISITION, INC.



Roderick McGeary
Chief Executive Officer

**PLAN OF MERGER
OF
DATA ON AIR, INC
WITH AND INTO
DAIR ACQUISITION, INC.**

THIS PLAN OF MERGER, among **DATA ON AIR, INC.**, a Florida corporation (the "**Company**"), **DAIR ACQUISITION, INC.**, a Delaware corporation ("**MergerSub**"), and **BRIENCE, INC.**, a Delaware corporation and the sole shareholder of MergerSub ("**Brience**").

1. The Company has authorized capital stock consisting of 20,000,000 shares of common stock, \$.01 par value ("**Company Common Shares**"), and 870,027 shares of Series A Preferred Stock, no stated par value per share (the "**Company Series A Shares**," with the Company Common Shares and the Company Series A Shares referred to as the "**Company Shares**").
2. Brience has authorized capital stock consisting of 120,000,000 shares of common stock ("**Brience Common Shares**"), and 200,000 shares of Class A Preferred Stock (the "**Brience Class A Shares**," with the Brience Common Shares and the Brience Class A Shares referred to as the "**Brience Shares**").
3. Brience is the sole shareholder of all of the issued and outstanding shares of the capital stock of MergerSub.
4. The Company will merge with and into MergerSub, and the Company's existing shareholders (the "**Stockholders**") shall receive either cash or a combination of cash and Brience Common Shares in exchange for all of their Company Shares, and the Company's existing option holders (the "**Company Optionholders**") shall receive a combination of cash and options or warrants to purchase Brience Common Shares in exchange for all of their options to purchase Company Common Shares.
5. The Merger is a transaction intended to qualify as a tax-free reorganization within the meaning of Sections 368(a)(1)(A) and 368(a)(2)(D) of the Internal Revenue Code of 1986, as amended.

ARTICLE I

1.1 Names of Constituent Corporations.

Name of Target Corporation	DATA ON AIR, INC., a Florida corporation
Name of Surviving Corporation	DAIR ACQUISITION, INC., a Delaware corporation and a wholly owned subsidiary of BRIENCE INC., a Delaware corporation

1.2 The Merger; Effect of Merger. At the Effective Time (as defined below), the Company shall be merged with and into MergerSub (the “**Merger**”), and the separate existence of the Company shall thereupon cease, and MergerSub shall be the surviving corporation in the Merger (the “**Surviving Corporation**”) and shall continue its corporate existence under the laws of the State of Delaware and, for the time being, take such actions immediately following the Merger so as to enable it to operate as “Data on Air, Inc.” in the State of Florida. The Merger shall have the effects set forth in the Delaware General Corporation Law, as amended (the “**DGCL**”) and the Florida Business Corporations Act, as amended (the “**FBCA**”).

1.3 Effective Time. The Parties hereto will file with the Secretaries of State of Delaware and Florida (the “**Secretaries of State**”) the articles of merger and other documents (the “**Merger Documents**”), in such forms as required by, and executed in accordance with, the relevant provisions of the DGCL and FBCA in order to effect the Merger. The Merger shall become effective at the later to occur of (i) acceptance of the Merger Documents by the Secretary of State of the State of Florida and (ii) acceptance of the Merger Documents by the Secretary of State of the State of Delaware, or such other times and dates as the Parties agree to specify in the Merger Documents (the “**Effective Time**”).

ARTICLE 2

2.1 MergerSub Stock. At the Effective Time, each share of MergerSub Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action on the part of the holder thereof, continue unchanged and remain outstanding as one share of common stock of the Surviving Corporation. No shares of MergerSub Stock shall be issued to the Stockholders or to any other person or entity in connection with the Merger.

2.2 Conversion of Company Shares into Brience Common Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the Stockholders (except as indicated below):

(i) Each Company Share issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive its allocable portion of the Consideration (as hereinafter defined), as same is set forth in Section 2.3 below.

(ii) In connection with the Merger, no interest, dividends or other distributions shall be payable with respect to the issued and outstanding Company Shares immediately prior to the Effective Time.

(iii) At the Effective Time, no actual surrender of certificates representing Company Shares is required; instead, from and after the Effective Time all such certificates shall be deemed for all purposes surrendered and canceled, and such

Company Shares shall cease to exist immediately as of such time as the allocable portion of the Consideration is issued in exchange therefor, as provided herein.

2.3 Consideration.

(a) The total consideration for the Company Shares is comprised of the Cash Portion of the Consideration and the Stock Portion of the Consideration, as each such term is defined below. MergerSub shall pay the Stockholders in the aggregate and in accordance with other provisions of this Plan of Merger, the sum of :

- (i) \$9,581,266.75 in cash, to be reduced dollar-for-dollar by the sum of (as so reduced, the **"Cash Portion of the Consideration"**):
 - (A) Payments made by the Company to the Company Optionholders to cancel (through exercise or otherwise) the Company Options, in the approximate amount of \$479,216.44;
 - (B) An adjustment for Funded Indebtedness (as defined below), if any (which adjustment shall generally equal to the excess of the actual amount of the Funded Indebtedness over the Funded Indebtedness disclosed to Brience prior to the Merger);
 - (C) The cash payments to be made by the Stockholders to any broker involved in the Merger on behalf of the Stockholders or the Company;

and,

- (ii) an aggregate of 3,842,009 Brience Common Shares (3,916,281 Brience Common Shares less 74,272 Brience Common Shares payable to Capital Strategies Group) (the **"Stock Portion of the Consideration"**),

all in exchange for the Company Shares to be purchased by MergerSub pursuant to the terms hereof and the Company Optionholders' stock options to be cancelled (through exercise or otherwise) hereunder (collectively, the Cash Portion of the Consideration and the Stock Portion of the Consideration shall be referred to as the **"Consideration"**).

(b) The Stockholders who are Cash Only Stockholders (as defined below) shall receive 100% of their pro-rata share of the Consideration, as adjusted pursuant to the terms of this Article II, in cash from the Cash Portion of the Consideration, while those Stockholders who are not Cash Only Stockholders shall

receive their pro-rata share of (i) cash from the Cash Portion of the Consideration, as adjusted pursuant to Section 2.2(a)(i), and (ii) Brience Common Shares from the Stock Portion of the Consideration; *provided, however*, that Brience shall not issue any Brience Common Shares to any person who is not an Accredited Investor, regardless of whether such person has been identified herein or hereunder as a Cash Only Stockholder.

(c) \$1,000,000 of the Cash Portion of the Purchase Price shall be paid by MergerSub to an escrow agent at the closing of the Merger, and the remaining Cash Portion of the Purchase Price shall be paid by MergerSub to the Cash Only Stockholders and certain of the other Stockholders at such closing.

(d) The Stock Portion of the Consideration shall be issued by Brience to certain of the Stockholders at such closing by the delivery of certificates representing each Stockholder's allocable share of Brience Common Shares.

(e) Cash will be paid in lieu of any fractional shares which would otherwise be issued in accordance with this Plan of Merger.

(f) **"Funded Indebtedness"** means all (a) indebtedness of the Company for borrowed money or other interest-bearing indebtedness; (b) obligations of the Company to pay the deferred purchase or acquisition price for goods or services, other than trade accounts payable in the ordinary course of business; (c) indebtedness of others guaranteed by the Company or secured by an Encumbrance on the Company's property; (d) indebtedness of the Company under extended credit terms of more than 60 days from vendors provided to the Company; and (e) transaction costs of the Company and/or the Stockholders associated with this Agreement or the transactions contemplated hereby that are paid or payable by the Company including without limitation legal expenses associated with this Agreement and the transactions contemplated hereby. **"Cash Only Stockholders"** means the Stockholders who are not Accredited Investors (as defined below) and, as such, shall receive cash only as consideration for such Stockholders' Company Shares, and shall not be given the option to receive their respective portion of the Consideration in Brience Common Shares. **"Accredited Investor"** has the meaning set forth therefor in Rule 501 of the Securities Act of 1933, as Amended.

2.4 Closing of Company Transfer Book. From and after the Effective Time, the stock transfer books of the Company shall be closed and no transfer of Company Shares shall thereafter be made.

2.5 Rights and Obligations of MergerSub. In accordance with the applicable provisions of the Act, the Surviving Corporation shall possess, insofar as permitted by the DGCL, all rights, privileges and powers of the Company; and all property and assets of the Company shall vest in the Surviving Corporation without any further act or deed; and the Surviving Corporation shall assume and be liable for all liabilities and obligations of the Company.

ARTICLE 3

3.1 MergerSub Articles of Incorporation. The Articles of Incorporation, as previously amended, of MergerSub in effect immediately prior to the Effective Time shall be and remain the Articles of Incorporation of the Surviving Corporation, until such Articles shall be amended as provided by law.

3.2 MergerSub Bylaws. The Bylaws, as previously amended, of MergerSub in effect immediately prior to the Effective Time shall be and remain the Bylaws of the Surviving Corporation, until the same shall be altered, amended or repealed.

3.3 MergerSub Board of Directors. The membership of the Board of Directors of MergerSub in effect immediately prior to the Effective Time shall be and remain the membership of the Board of Directors of the Surviving Corporation, until such time as their successors are duly elected and seated and/or the number of members is altered in accordance with the terms of the Bylaws of the Surviving Corporation.

ARTICLE 4

4.1 Amendment. The Constituent Corporations, by mutual consent of their respective Boards of Directors, may amend this Plan of Merger prior to the filing of the articles of merger with the Secretaries of State; provided, however, that an amendment made subsequent to the adoption of this Plan of Merger by the shareholders of Company and MergerSub shall be subject to the limitations specified in the DGCL and the FBCA.

4.2 Termination. This Plan of Merger may be terminated and the Merger and other transactions herein provided for may be abandoned at any time prior to the filing of articles of merger with the Secretaries of State, whether before or after adoption of this Plan of Merger by the Shareholders of the Company or MergerSub, if the Board of Directors of any Constituent Corporation determines that the consummation of the transactions provided for herein would not, for any reason, be in its best interest.

4.3 Condition to Merger. The respective obligations of each party to effect the Merger shall be subject to the Boards of Directors of the Company and MergerSub submitting the terms of this Plan of Merger to their shareholders for requisite approval, and obtaining such approval at or prior to the Effective Time.

4.4 Filing of Articles of Merger. After obtaining such approval by such shareholders, all required documents shall be executed, filed and recorded and all required action shall be taken in order to consummate the Merger.