

P08000061968

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

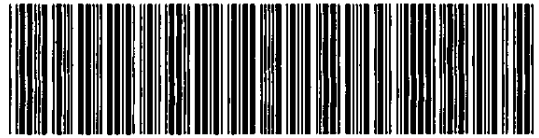
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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FILED
10 MAR 30 PM 12:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

*Morgan
3/31/10*

Michael B. Milsom, Esq.
27 High Street, #1
Beverly Farms, MA 01915
Tel: 617-803-6862
Fax: 978-969-2529
Email: michael.milsom@gmail.com

March 26, 2010

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Re: ioBridge Corporation; Document No. P08000061968

To the Amendment Section:

Please find attached an executed Articles of Merger, with the Agreement and Plan of Merger attached, pursuant to which ioBridge Corporation, a Florida corporation, will merge with and into ioBridge, Inc. a Delaware corporation, with the latter being the surviving corporation.

I am enclosing a check for the filing fee in the amount of \$70.00 (\$35 for each constituent corporation).

Thank you, and if you have any questions please do not hesitate to contact me at the address or numbers above.

Sincerely,



Michael B. Milsom

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: ioBridge, Inc. (a Delaware corporation)
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Michael B. Milsom, Esq.
Contact Person

Firm/Company

27 High St., #1
Address

Beverly Farms, MA 01915
City/State and Zip Code

michael.milsom@gmail.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Michael Milsom At (617) 803-6862
Name of Contact Person Area Code & Daytime Telephone Number

Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER
(Profit Corporations)

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

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>ioBridge, Inc.</u>	<u>Delaware</u>	<u>4797765 (file number)</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>ioBridge Corporation</u>	<u>Florida</u>	<u>P08000061968</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on March 25, 2010.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on March 25, 2010.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

Typed or Printed Name of Individual & Title

ioBridge, Inc.



Jason T. Winters, President

ioBridge Corporation



Jason T. Winters, President

AGREEMENT AND PLAN OF MERGER

OF IOBRIDGE, INC.

A DELAWARE CORPORATION,

AND

IOBRIDGE CORPORATION

A FLORIDA CORPORATION

THIS AGREEMENT AND PLAN OF MERGER dated as of March 26, 2010 (the 'Agreement') is between **ioBridge, Inc.**, a Delaware corporation ('ioBridge Delaware'), and **ioBridge Corporation**, a Florida corporation ('ioBridge Florida'). ioBridge Delaware and ioBridge Florida are sometimes referred to herein as the 'Constituent Corporations.'

RECITALS

A. ioBridge Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has 1,000,000 shares, \$.0001 par value, of authorized capital stock of which 1,000,000 shares are designated 'Common Stock'. As of March 26, 2010, 700,000 shares of Common Stock were issued and outstanding, all of which are held by ioBridge Florida, and no shares of Preferred Stock were issued and outstanding.

B. ioBridge Florida is a corporation duly organized and existing under the laws of the State of Florida and has 1,000,000 shares, \$0.0001 par value, of authorized capital stock of which 1,000,000 shares are designated 'Common Stock'. As of March 26, 2010, 700,000 shares of Common Stock, were issued and outstanding.

C. The Board of Directors of ioBridge Florida has determined that, for the purpose of effecting the reincorporation of ioBridge Florida in the State of Delaware, it is advisable and in the best interests of ioBridge Florida and its shareholders that ioBridge Florida merge with and into ioBridge Delaware upon the terms and conditions herein provided.

D. The respective Boards of Directors of ioBridge Delaware and ioBridge Florida have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective shareholders and executed by the undersigned officers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, ioBridge Delaware and ioBridge Florida hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

I MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the Florida Business Corporation Act, ioBridge Florida shall be merged with and into ioBridge Delaware (the 'Merger'), the separate existence of ioBridge Florida shall cease and ioBridge Delaware shall survive the Merger and shall continue to be governed by the laws of the State of Delaware, and IOBRIDGE Delaware shall be, and is herein sometimes referred to as, the 'Surviving Corporation,' and the name of the Surviving Corporation shall be ioBridge, Inc.

1.2 Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed:

- (a) This Agreement and the Merger shall have been adopted and approved by the shareholders of each Constituent Corporation in accordance with the requirements of the Delaware General Corporation Law and the Florida Business Corporation Act;
- (b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof; and
- (c) An executed Certificate of Merger or an executed, acknowledged and certified counterpart of this Agreement meeting the requirements of the Delaware General Corporation Law shall have been filed with the Secretary of State of the State of Delaware.

The date and time when the Merger shall become effective, as aforesaid, is herein called the 'Effective Date of the Merger.'

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of ioBridge Florida shall cease and ioBridge Delaware, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by its and ioBridge Florida's Boards of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of ioBridge Florida in the manner as more fully set forth in Section 259 of the Delaware General Corporation Law, (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of ioBridge Florida in the same manner as if ioBridge Delaware had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the Florida Business Corporation Act.

II CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation. Upon the effectiveness of the Merger, the Certificate of Incorporation of ioBridge Delaware as in effect immediately prior to the effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 Bylaws. The Bylaws of ioBridge Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of ioBridge Delaware immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their respective successors shall have been duly elected and qualified or until as otherwise provided by law, or the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

III MANNER OF CONVERSION OF SECURITIES

3.1 ioBridge Florida Common Stock. Upon the Effective Date of the Merger, each one share of ioBridge Florida Common Stock, \$0.0001 par value, outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be changed and converted into and exchanged for one fully paid and nonassessable share of Common Stock, \$0.0001 par value, respectively, of the Surviving Corporation.

3.2 Fractional Shares. No fractional shares shall be issued by the Surviving Corporation upon the conversion of any share of Common Stock of ioBridge Florida into Common Stock of the Surviving Corporation. If the conversion would result in the issuance of a fractional share of Common Stock, the Surviving Corporation shall, in lieu of issuing the fractional share, pay the holder otherwise entitled to such fraction a sum in cash equal to the fair market value of such fraction on the date of conversion (as determined in good faith by the Board of Directors of the Corporation).

3.4 ioBridge Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, \$0.0001 par value, of ioBridge Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by ioBridge Delaware, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

3.5 Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of ioBridge Florida Common Stock may, at such shareholder's option, surrender the same for cancellation to the transfer agent and registrar for the

Common Stock of the Surviving Corporation, as exchange agent (the 'Exchange Agent'), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Common Stock of the Surviving Corporation's capital stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of ioBridge Florida capital stock shall be deemed for all purposes to represent the number of whole shares of the appropriate class and series of the Surviving Corporation's capital stock into which such shares of ioBridge Florida capital stock were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any shares of stock represented by such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of capital stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing capital stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of ioBridge Florida so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of ioBridge Delaware stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and that the person requesting such transfer pay to ioBridge Delaware or the Exchange Agent any transfer or other taxes payable by reason of the issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of ioBridge Delaware that such tax has been paid or is not payable.

IV GENERAL

4.1 Covenants of ioBridge Delaware. ioBridge Delaware covenants and agrees that it will, on or before the Effective Date of the Merger:

- a) File any and all documents with the appropriate Florida tax authorities necessary for the assumption by ioBridge Delaware of all of the franchise tax liabilities of ioBridge Florida; and
- b) Take such other actions as may be required by the Florida Business Corporation Act.

4.2 Further Assurances. From time to time, as and when required by ioBridge Delaware or by its successors or assigns, there shall be executed and delivered on behalf of ioBridge Florida such deeds and other instruments, and there shall be taken or caused to be taken by ioBridge Delaware and ioBridge Florida such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by ioBridge Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of ioBridge Florida and otherwise to carry out the purposes of this Agreement, and the officers and directors of ioBridge Delaware are fully authorized in the name and on behalf of ioBridge Florida or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3 Abandonment. At any time before the filing of this Agreement with the Secretary of State of the State of Delaware, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either ioBridge Florida or ioBridge Delaware, or both, notwithstanding the approval of this Agreement by the shareholders of ioBridge Florida or by the sole stockholder of ioBridge Delaware, or by both.

4.4 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretaries of State of the States of Florida and Delaware, provided that an amendment made subsequent to the adoption of this Agreement by the shareholders of either Constituent Corporation shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (2) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class of shares or series thereof of such Constituent Corporation.

4.5 Registered Office. The registered office of the Surviving Corporation in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808 and The Company Corporation is the registered agent of the Surviving Corporation at such address.

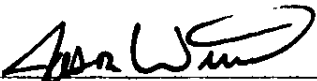
4.6 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 225 Cedar Hill Street Suite 200 Marlborough, MA 01752 and copies thereof will be furnished to any shareholder of either Constituent Corporation, upon request and without cost.

4.7 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the Florida Business Corporation Act.

4.8 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement and Plan of Merger, having first been approved by resolutions of the Boards of Directors of ioBridge Delaware and ioBridge Florida, is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

ioBridge, Inc., a Delaware corporation

By: 

Jason T. Winters
President

ATTEST:



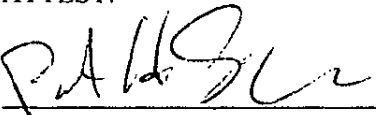
Peter Hans Scharler
Director

ioBridge Corporation, a Florida corporation

By: 

Jason T. Winters
President

ATTEST:



Peter Hans Scharler
Director