

203000036787

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H05000260242 3)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:
Division of Corporations
Fax Number : (850) 205-0380

From:
Account Name : SMITH, GAMBRELL & RUSSELL LLP
Account Number : I20020000143
Phone : (404) 815-3538
Fax Number : (904) 598-6300

MERGER OR SHARE EXCHANGE

IDology, Inc.

Certificate of Status	9
Certified Copy	0
Page Count	01
Estimated Charge	\$166.25

138.75

RECEIVED
05 DEC -6 AM 10:36
DIVISION OF CORPORATION

Electronic Filing Menu

Corporate Filing

Public Access Help

12/08/2005 09:45 FAX 4048153509
11/08/2005 16:39 FAX 4048153509

SMITH, GAMBRELL, RUSSELL
SMITH, GAMBRELL, RUSSELL

0001
0001

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 1110
CONNECTION TEL 918502050380#4043
CONNECTION ID
ST. TIME 11/08 16:37
USAGE T 02'44
PGS. SENT 9
RESULT OK

*This is the
confirmation sheet.
Please date*

Division of Corporations

Page 1 of 1

*Thank you.
Rebecca A. Ferstein*

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H05000260242 3)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:
Division of Corporations
Fax Number : (850) 205-0380 (3)

From:
Account Name : SMITH, GAMBRELL & RUSSELL LLP
Account Number : I20020000143
Phone : (404) 815-3538
Fax Number : (904) 598-6300

MERGER OR SHARE EXCHANGE

IDology, Inc.

Certificate of Status	9
Certified Copy	0
Page Count	01

ARTICLES OF MERGER
OF
IDOLOGY GROUP, LLC
a Florida limited liability company,

with and into

IDOLOGY, INC.
a Georgia corporation

The following Articles of Merger are being submitted in accordance with section 607.1109 of the Florida Limited Liability Company Act.

I.

The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
IDology Group, LLC 2335 Hansen Court Tallahassee, Florida 32301 Florida Document/Registration Number: L03000036787 FEI Number: 562397981	Florida	Limited Liability Company

II.

The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
IDology, Inc. 492 Conway Manor Drive Atlanta, Georgia 30327	Georgia	Corporation

III.

The attached Plan of Merger meets the requirements of section 608.438 of the Florida Limited Liability Company Act, and was approved by each domestic limited liability company that is a party to the merger in accordance with Chapter 608, Florida Statutes.

IV.

The attached Plan of Merger was approved by the other business entity that is a party to the merger in accordance with the respective laws of the State of Georgia.

V.

The surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting members of each domestic limited liability company that is a party to the merger.

VI.

The surviving entity agrees to pay the dissenting members of each limited liability company that is a party to the merger the amount, if any, to which such dissenting members are entitled under section 608.4384 of the Florida Limited Liability Company Act.

VII.

The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the regulations or articles of organization of any limited liability company that is a party to the merger.

IX.

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

X.

The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

[Signatures appear on the following page]

12/08/2005 09:46 FAX 4048153509

SMITH, GAMBRELL, RUSSELL

0005

FROM :

PHONE NO. :

Nov. 08 2005 06:48PM P2

The undersigned has caused these Articles of Merger to be executed as of the 8th day of November, 2005.

IDOLOGY, INC.,
a Georgia corporation

By: John C. Dancu
Name: John C. Dancu
Title: Chief Executive Officer

IDOLOGY GROUP, LLC,
a Florida Limited Liability Company

By: Edward E. Eckland
Edward E. Eckland, Manager/Member

EXECUTION COPY

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into this 8th day of November, 2005 by and between IDology Group, LLC, a Florida limited liability company ("IDology Group, LLC"), and IDology, Inc., a Georgia corporation and a wholly-owned subsidiary of IDology Group, LLC ("IDology, Inc."). IDology, Inc. and IDology Group, LLC are sometimes hereinafter collectively referred to as the "Constituent Companies."

RECITALS:

A. IDology Group, LLC is a limited liability company organized and existing under the laws of the State of Florida and, as of the date hereof, the members of IDology Group, LLC hold membership interests ("Membership Interests") representing 100% of the Membership Interests of IDology Group, LLC.

B. IDology, Inc. is a corporation organized and existing under the laws of the State of Georgia and, as of the date hereof, 100 shares of Common Stock, no par value, ("IDology, Inc. Common Stock") of IDology, Inc. are issued and outstanding.

C. The manager and each of the members of IDology Group, LLC have determined that it is advisable and in the best interests of IDology Group, LLC that IDology Group, LLC merge with and into IDology, Inc. upon the terms and subject to the conditions set forth herein.

D. The board of directors and the sole shareholder of IDology, Inc. have determined that it is advisable and in the best interests of IDology, Inc. that IDology Group, LLC merge with and into IDology, Inc. upon the terms and subject to the conditions set forth herein.

E. In furtherance of such merger, IDology Group, LLC and IDology, Inc. wish to enter into this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, IDology Group, LLC and IDology, Inc. hereby agree as follows:

ARTICLE I

THE MERGER

1.01 *Merger.* In accordance with the provisions of this Agreement, the Georgia Business Corporation Code (the "Georgia Code") and the Florida Limited Liability Company Act (the "Florida Act"), at the Effective Time of the Merger (as defined herein), IDology Group, LLC shall be merged with and into IDology, Inc. (the "Merger"), whereupon the separate existence of IDology Group, LLC shall cease and IDology, Inc. shall be, and is hereinafter sometimes referred to as, the "Surviving Corporation" and shall continue to be governed by the laws of the State of Georgia.

EXECUTION COPY

1.02 *Effective Time.* Provided that this Agreement has not been terminated or abandoned pursuant to Section 4.02 hereof, on the date of the closing of the Merger, IDology Group, LLC and IDology, Inc. shall cause Articles of Merger to be executed and filed with the Secretary of State of the State of Georgia (the "Georgia Articles of Merger") and Articles of Merger to be executed and filed with the Department of State of the State of Florida (the "Florida Articles of Merger"). The Merger shall become effective immediately upon the filing of both (i) the Georgia Articles of Merger with the Secretary of State of the State of Georgia and (ii) the Florida Articles of Merger with the Department of State of the State of Florida (the "Effective Time of the Merger").

1.03 *Effect of the Merger.* At the Effective Time of the Merger, the separate existence of IDology Group, LLC shall cease, and IDology, Inc., as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Time of the Merger; (ii) shall be subject to all actions previously taken by the board of directors of IDology, Inc. and the manager of IDology Group, LLC; (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of IDology Group, LLC; (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Time of the Merger; and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of IDology Group, LLC in the same manner as if IDology, Inc. had itself incurred them, all as more fully provided under the applicable provisions of the Georgia Code and the Florida Act.

ARTICLE II.

CHARTER, BYLAWS, DIRECTORS AND OFFICERS OF SURVIVING CORPORATION

2.01 *Articles of Incorporation.* The Articles of Incorporation of IDology, Inc. as in effect immediately prior to the Effective Time of the Merger shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.02 *Bylaws.* The Bylaws of IDology, Inc. as in effect immediately prior to the Effective Time 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.

2.03 *Directors and Officers.* The directors and officers of IDology, Inc. immediately prior to the Effective Time of the Merger shall be the directors and officers of the Surviving Corporation.

EXECUTION COPY

ARTICLE III.

EFFECT OF MERGER ON OWNERSHIP

3.01 *IDology Group, LLC Membership Interests.* At the Effective Time of the Merger, by virtue of the Merger and without any further action on the part of the member, the Membership Interests of IDology Group, LLC shall be canceled and shall cease to exist and each member of IDology Group, LLC shall receive 40,000 shares of the Common Stock of the Surviving Corporation in exchange for each percentage interest held by such member in IDology Group, LLC.

3.02 *IDology, Inc. Common Stock.* At the Effective Time of the Merger, each share of IDology, Inc. Common Stock issued and outstanding on the stock transfer records of IDology, Inc. immediately prior to the Merger shall be cancelled and cease to exist.

ARTICLE IV.

GENERAL PROVISIONS

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

4.02 *Termination.* At any time prior to the filing of the Georgia Articles of Merger and the Florida Articles of Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the board of directors or manager (as the case may be) of the Constituent Companies. In the event of the termination or abandonment of this Agreement, this Agreement shall become null and void and have no effect, without any liability on the part of either IDology Group, LLC or IDology, Inc., or any of their respective shareholders, directors, officers, members or managers.

4.03 *Agreement.* Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation in Atlanta, Georgia, and copies thereof will be furnished to any stockholder or member (as the case may be) of either Constituent Company, upon request and without cost.

EXECUTION COPY

4.04 *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 Georgia and, so far as applicable, the merger provisions of the Georgia Code and the Florida Act.

4.05 *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.

4.06 *No Third Party Beneficiaries.* This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

[Remainder of page intentionally left blank]

12/06/2005 09:48 FAX 4048153509

SMITH, CAMBRELL, RUSSELL

010

FROM :

PHONE NO. :

Nov. 08 2005 06:55PM P1

EXECUTION COPY

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed as of the day and year first written above.

IDOLOGY, INC.

By: 

Name: John C. Dancer

Title: Chief Executive Officer

IDOLOGY GROUP, LLC

By: 

Edward E. Eckland, Manager