

G78518

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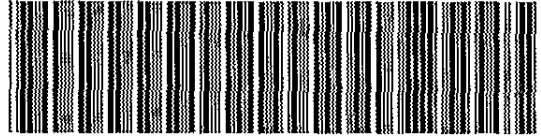
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12/18 merger

G78518

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MJH

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02 DEC 18 PM 12:46
DEPT. OF REVENUE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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02 DEC 18 PM 12:43
DEPT. OF REVENUE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

CT CORPORATION

December 18, 2002

Secretary of State, Florida
409 East Gaines Street
Tallahassee FL 32399

Re: Order #: 5746964 SO
Customer Reference 1:
Customer Reference 2:

Dear Secretary of State, Florida:

Please file the attached:

AchieveGlobal, Inc. (FL)
Merger (Survivor)
Florida

Enclosed please find a check for the requisite fees. Please return evidence of filing(s) to my attention.

If for any reason the enclosed cannot be filed upon receipt, please contact me immediately at
(850) 222-1092. Thank you very much for your help.

Sincerely,

Jeffrey J Netherton
Sr. Fulfillment Specialist
Jeff_Netherton@cch-lis.com

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

IIR ACHIEVEGLOBAL LP, a Delaware Limited Partnership

INTO

ACHIEVEGLOBAL, INC., a Florida entity, G78518.

File date: December 18, 2002

Corporate Specialist: Michelle Hodges

ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section 607.1109 of the Florida Business Corporation Act.

FIRST: 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>
1. AchieveGlobal, Inc. 8875 Hidden River Parkway, 4th Floor Tampa, FL 3367-1034	Florida	corporation

Florida Document/Registration Number: G78518	FEI Number: 59- 2353857
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2. IIR Achieveglobal LP 1549 Ringling Boulevard, 5th Floor Sarasota, FL 34236	Delaware	limited partnership
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Florida Document/Registration Number: N/A	FEI Number: 52- 2288153
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SECOND: 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>
1. AchieveGlobal, Inc. 8875 Hidden River Parkway, 4th Floor Tampa, FL 3367-1034	Florida	corporation

Florida Document/Registration Number: G78518	FEI Number: 59- 2353857
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THIRD: The attached Merger Agreement and Plan of Reorganization meets the requirements of section 607.1108 and was approved by the limited partnership that is a party to the merger in accordance with Chapter 607.

FOURTH: The attached Merger Agreement and Plan of Reorganization was approved by the other business entity that is party to the merger in accordance with the respective laws of its applicable jurisdiction.


FIFTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of limited partnership of the limited partnership that is a party to the merger.

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

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

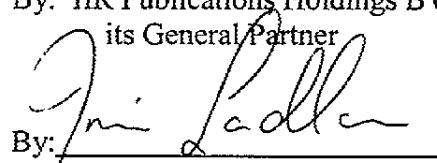
In witness whereof, the undersigned have executed these Articles of Merger as of the
_____ day of _____ 2002.

ACHIEVEGLOBAL, INC.

By: 
Name: ALBERT BASTIAAN TER BALKT
Title: DIRECTOR

IIR ACHIEVEGLOBAL LP

By: IIR Publications Holdings BV,
its General Partner

By: 
Name: IRVINE LAIDLAW
Title: DIRECTOR

MERGER AGREEMENT AND PLAN OF REORGANIZATION

PARTIES: IIR Achieveglobal LP
a Delaware limited partnership (the "Limited Partnership")
1549 Ringline Boulevard, 5th Floor
Sarasota, FL 34236

AchieveGlobal, Inc.
a Florida corporation (the "Corporation")
8875 Hidden River Parkway, 4th Floor
Tampa, FL 33637-1034

DATE: December 16, 2002

BACKGROUND

The Corporation and the Limited Partnership intend to enter into this Merger Agreement and Plan of Reorganization (the "Plan") providing for the merger of the Limited Partnership (which, for federal income tax purposes, has elected to be taxed as a corporation) into the Corporation (the "Merger"). The Board of Directors of the Corporation and the general and limited partner of the Limited Partnership deem it advisable and generally to the advantage and welfare of the two parties that the Limited Partnership merge with and into the Corporation.

NOW THEREFORE, in consideration of the mutual agreements contained herein and subject to the satisfaction of the terms and conditions set forth herein, the parties hereto, intending to be legally bound, agree as follows:

1. Merger. The Limited Partnership shall be merged into the Corporation, in accordance with Section 368(a)(1) of the Internal Revenue Code of 1986, as amended ("IRC"), the provisions of this Plan, and in compliance with the Florida Business Corporation Act ("FBCA"), as amended, and the Delaware Revised Uniform Limited Partnership Act, as amended ("DRULPA"), and together with the FBCA, the "Laws"), and the Merger shall have the effect provided for in the Laws. The Corporation shall be the surviving corporation of the Merger (the "Surviving Corporation") and shall exist and be governed by the laws of the State of Florida. The corporate existence and identity of the Corporation, with its purposes and powers, shall continue unaffected and unimpaired by the Merger. On the Effective Date of the Merger, as defined below, the Corporation shall succeed to, and be fully vested with, the limited partnership existence and identity of the Limited Partnership, and the separate existence and identity of the Limited Partnership shall cease.

2. Name. The name of the Surviving Corporation is AchieveGlobal, Inc.

3. Charter. Immediately after the Merger, the Articles of Incorporation of the Surviving Corporation shall be those of the Corporation, unless and until the same shall be amended and repealed in accordance with the provisions thereof.

4. Bylaws. Immediately after the Merger, the Bylaws of the Surviving Corporation shall be those of the Corporation immediately before the Merger, unless and until the same shall be amended and repealed in accordance with the provisions thereof.

5. Directors and Officers. The members of the Board of Directors and the officers of the Surviving Corporation, on the Effective Date, shall be those of the Corporation and shall continue in office until the expiration of their respective terms of office and until their successors have been elected and qualified.

6. Authorized Capital. The authorized capital stock of the Corporation following the Effective Date shall be 100,000 shares of capital stock, consisting of 100,000 shares of common stock, \$0.10 par value per share, unless and until the same shall be changed in accordance with the laws of the State of Florida.

7. Conversion of the Limited Partnership Interests into the Corporation Stock. As of the Effective Date, the Limited Partnership has \$9,990.00 of limited partner interests and \$10.00 of general partner interests. As of the Effective Date, the Corporation has 50,000 shares of common stock issued and outstanding and the Limited Partnership is the sole owner of such shares. On the Effective Date, such shares of common stock held by the Limited Partnership shall be cancelled. On the Effective Date, each \$1.00 of limited partner and general partner interests of the Limited Partnership immediately before the Effective Date ("Limited Partnership Interest") shall, by virtue of the Merger and without any action on the part of the holder thereof, be automatically converted into and become five (5) shares of common stock, par value \$0.10 per share, of the Surviving Corporation ("Corporation Stock").

8. Succession. On the Effective Date, the Surviving Corporation shall succeed to all of the rights, privileges, debts, liabilities, powers and property of the Limited Partnership.

9. Abandonment. Notwithstanding the approval of this Plan by the general partner and limited partner of the Limited Partnership or by the Board of Directors of the Corporation, at any time before the Effective Date, (a) this Plan may be terminated and the Merger may be abandoned, or (b) the consummation of the Merger may be deferred for a reasonable period of time if, in the opinion of the Board of Directors of the Corporation or the general partner of the Limited Partnership, such action would be in the best interests of such entities. In the event of termination of this Plan, this Plan shall become void and of no effect and there shall be no liability on the part of either party.

10. Amendment. This Plan may be amended by the Board of Directors of the Corporation and the general partner of the Limited Partnership at any time prior to the Effective Date.

11. Effective Date. As used in this Plan, the "Effective Date" shall mean the date upon which this Plan, pursuant to the requirements of the Laws, has been duly signed by an authorized officer of each of the Corporation and the Limited Partnership, and the Certificate of Merger and the Articles of Merger were filed with the proper officials of the States of Delaware and Florida.

12. Tax Consequences. For federal income tax purposes, the Merger is intended to constitute a reorganization within the meaning of IRC Section 368(a)(1). The parties to this Plan hereby adopt this Plan as a "plan of reorganization" within the meaning of Sections 1.368-2(g) and 1.368-3(a) of the United States Treasury Regulations.

13. Entire Understanding. This Plan states the entire understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior oral and written communications and agreements, and all contemporaneous oral communications and agreements, with respect to the subject matter hereof. No amendment or modification of this Plan, and no waiver of any provision of this Plan, shall be effective unless in writing and signed by the party against whom enforcement is sought.

14. Parties in Interest. This Plan shall bind, benefit and be enforceable by and against the parties hereto and their respective successors and assigns. No party hereto shall in any manner assign any of its rights or obligations under this Plan without the express prior written consent of the other party. Nothing in this Plan is intended to confer, or shall be deemed to confer, any rights or remedies upon any persons other than the parties hereto and their respective shareholders and directors.

15. Severability. If any provision of this Plan is construed to be invalid, illegal or unenforceable, then the remaining provisions hereof shall not be affected thereby and shall be enforceable without regard thereto.

16. Counterparts. This Plan may be executed in any number of counterparts, each of which when so executed and delivered shall be an original hereof, and it shall not be necessary in making proof of this Plan to produce or account for more than one counterpart hereof.

17. Section Headings. Section headings in this Plan are for convenience of reference only, do not constitute a part of this Plan, and shall not affect its interpretation.

18. References. All words used in this Plan shall be construed to be of such number and gender as the context requires or permits.

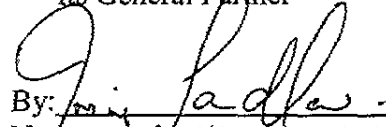
19. Governing Law. This Plan shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to its conflict of laws principles.

[Signature Page follows]

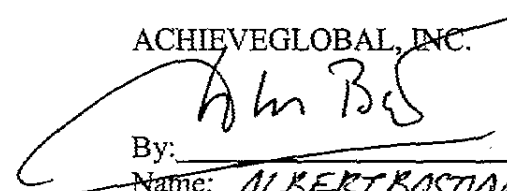
IN WITNESS THEREOF, each of the undersigned parties has caused this Merger Agreement and Plan of Reorganization to be signed by its duly authorized officer as of the date first stated above.

IIR ACHIEVEGLOBAL LP

By: IIR Publications Holdings BV
its General Partner

By: 
Name: IRVINE LAIDLAW
Title: DIRECTOR

ACHIEVEGLOBAL, INC.

By: 
Name: ALBERT BASTIAAN TER BALKT
Title: DIRECTOR

[SIGNATURE PAGE TO THE MERGER AGREEMENT AND PLAN OF REORGANIZATION]