

CORPORATE  
ACCESS,  
INC.

L010000011235

236 East 6th Avenue . Tallahassee, Florida 32303

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Merger

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Internet Design and Development, Inc. (into)  
1.) Emida Managed Systems LLC  
(CORPORATE NAME & DOCUMENT #)

2.)  
(CORPORATE NAME & DOCUMENT #)

3.)  
(CORPORATE NAME & DOCUMENT #)

4.)  
(CORPORATE NAME & DOCUMENT #)

5.)  
(CORPORATE NAME & DOCUMENT #)

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DIVISION OF CORPORATION

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SPECIAL INSTRUCTIONS

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ARTICLES OF MERGER  
Merger Sheet

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MERGING:

INTERNET DESIGN AND DEVELOPMENT, INC., A FLORIDA ENTITY,  
P00000010768

INTO

**EMIDA MANAGED SYSTEMS, LLC**, a Florida entity, L01000011235

File date: July 31, 2001

Corporate Specialist: Trevor Brumbley

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**ARTICLES OF MERGER**  
**OF**  
**INTERNET DESIGN AND DEVELOPMENT, INC.**  
**INTO**  
**EMIDA MANAGED SYSTEMS, LLC**

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TALLAHASSEE, FLORIDA

APPROVED  
AND  
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Pursuant to the provisions of Chapter 607 and Chapter 608, Florida Statutes, the parties hereto hereby adopt the following Articles of Merger for the purpose of merging them into one limited liability company:

1. **INTERNET DESIGN AND DEVELOPMENT, INC.**, a Florida corporation (the "Merging Corporation"), shall be merged with and into **EMIDA MANAGED SYSTEMS, LLC**, a Florida limited liability company (the "Surviving Company"), which shall be the surviving entity in the merger.

2. The merger shall become effective on the date on which these Articles of Merger are filed with the Florida Department of State (the "Effective Date").

3. The Articles of Organization of the Surviving Company as in effect immediately prior to the Effective Date shall remain and be the Articles of Organization of the Surviving Company.

4. The Agreement and Plan of Merger, a copy of which is attached hereto as Exhibit "A" and made a part hereof, was adopted and approved by the Board of Directors of the Merging Corporation and the Board of Managers of the Surviving Company, as well as by all of the shareholders of the Merging Company and all of the members of the Surviving Company, in accordance with applicable law.

IN WITNESS WHEREOF, the Surviving Company and the Merging Corporation have caused these Articles of Merger to be executed by their respective officers as of July 15, 2001.

**Internet Design and Development, Inc.**

By: [Signature]  
Name: HEIDI MARIE LEYBA  
Its: PRESIDENT

**Emida Managed Systems, LLC.**

By: [Signature]  
Name: [Signature]  
Its: [Signature]

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is entered into as of this 15<sup>th</sup> day of July 2001, by and between Internet Design and Development, Inc., a Florida corporation ("IDD") and Emida Managed Systems, LLC a Florida limited liability company ("Emida").

WHEREAS, the Board of Directors of IDD and the Board of Managers of Emida have determined that it is advisable and in the best interests of each of such entities that IDD merge with and into Emida upon the terms and subject to the conditions herein;

WHEREAS, the Board of Directors of IDD and the Board of Managers of Emida have, by resolutions duly adopted, approved this Agreement, caused it to be executed by the undersigned officers of IDD and Emida and submitted it to all of their shareholders and members, respectively, who have by resolutions duly adopted and approved this Agreement in accordance with applicable law; and

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Merger. Subject to and in accordance with the provisions of this Agreement, at the Effective Time (as defined in Section 2 of this Agreement), IDD will be merged with and into Emida and the separate corporate existence of IDD will thereupon cease (the "Merger") in accordance with the applicable provisions of Florida law.

2. Effective Time. As soon as practicable after satisfaction or waiver of all conditions to the Merger, Emida shall cause Articles of Merger complying with applicable Florida law to be filed with the Secretary of State of the State of Florida, and the Merger will thereupon become effective (the "Effective Time").

3. Effect of Merger. The Merger will have the effects specified by Florida law and otherwise set forth in this Agreement. Without limiting the generality of the foregoing, Emida will be the surviving entity (the "Surviving Entity") in the Merger and all of its rights, privileges, powers and franchises, public as well as private, and all of its debts, liabilities and duties as a limited liability company organized under Florida law, will continue unaffected by the Merger.

4. Conversion of IDD Shares. At the Effective Time, each share of capital stock of IDD outstanding immediately prior to the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, shall be converted, on a one-for-one basis, into units of membership interest in the Surviving Entity.

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**5. Articles of Organization and Operating Agreement.**

a. At the Effective Time, the Articles of Organization of Emida, as in effect immediately prior to the Effective Time, shall constitute the Articles of Organization of the Surviving entity, and shall continue as in effect immediately prior to the Effective Time until thereafter amended in accordance with its terms and Florida law.

b. At the Effective Time, the Operating Agreement of Emida, as in effect immediately prior to the Effective Time, shall constitute the Operating Agreement of the Surviving Entity, and shall continue as in effect immediately prior to the Effective Time until thereafter amended in accordance with its terms, the Articles of Organization of the Surviving Entity and Florida law.

6. **Managers.** The managers and officers of Emida immediately prior to the Effective Time, their names and addresses set forth on Exhibit A, shall be the managers and officers of the Surviving Entity from and after the Effective Time, until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Articles of Organization and Operating Agreement of the Surviving Entity and Florida law.

7. **Further Assurances.** If, at any time after the Effective Time, the Surviving Entity shall consider or be advised that any further deeds, assignments or assurances in law or any other acts are necessary or desirable to (i) vest, perfect or confirm, of record or otherwise, in the Surviving Entity its right, title or interest in, to or under any of the rights, properties or assets of IDD, or (ii) otherwise carry out the purposes of this Agreement, IDD and its officers and directors shall be deemed to have granted to the Surviving Entity an irrevocable power of attorney to execute and deliver all such deeds, assignments or assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Entity and otherwise carry out the purposes of this Agreement, and the officers and managers directors of the Surviving Entity are authorized in the name of IDD or otherwise to take any and all such action.

8. **Amendment; Waiver.** The parties hereto, by mutual consent, may amend, modify or supplement this Agreement to the full extent permitted by Florida law, at any time prior to the filing of the Articles of Merger as provided in Section 1 hereof in such manner as may be agreed by them in writing or waive any condition set forth herein.

**IN WITNESS WHEREOF**, Emida and IDD have each caused this Agreement to be executed by their respective duly authorized officers as of the date first written above.

**Internet Design and Development, Inc.**

By: Herman Leuba  
Name: HERMAN LEUBA

**Emida Managed Systems, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

MI-100147.01

**EXHIBIT "A"**

**MANAGERS:**

Rene Brillembourg  
848 Brickell Avenue  
Suite 1200  
Miami, Florida 33131

Herman Leyba  
848 Brickell Avenue  
Suite 1200  
Miami, Florida 33131

Gilberto Mendoza  
848 Brickell Avenue  
Suite 1200  
Miami, Florida 33131

**OFFICERS:**

Rene Brillembourg, Administrator  
848 Brickell Avenue  
Suite 1200  
Miami, Florida 33131

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