

Dec-31-03 11:22A

P.01

DEC 31 2003 4:05PM CORPORATION SERVICE CO

NO. 085 Pap. 1/17

L01000021143

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.

((H03000343868 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 : CORPORATION SERVICE COMPANY
Account Number : I20000000195
Phone : (850) 521-0925
Fax Number : (850) 521-0925

APPROVED
AND
FILED
03 DEC 31 PM 3:57
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
03 DEC 31 PM 2:52
DIVISION OF CORPORATION

MERGER OR SHARE EXCHANGE

SECNAP NETWORK SECURITY CORPORATION

Certificate of Status	0
Certified Copy	1
Page Count	17
Estimated Charge	\$96.25

Electronic Filing Menu

Corporate Filing

Public Access Help

JP 12-31-03

DEC. 30. 2003 4:05PM CORPORATION SVC CO

NO. 085 H03 P. 2/17/68 3

ARTICLES/CERTIFICATE OF MERGER LD-2443

Pursuant to Section 608.4382, Florida Statutes and Section 264 of the Delaware General Corporation Law ("DGCL"), SECNAP NETWORK SECURITY, L.L.C., a Florida limited liability company ("LLC"), and SECNAP NETWORK SECURITY CORPORATION, a Delaware corporation ("NEWCO"), adopt the following Articles/Certificate of Merger for the purpose of merging LLC into NEWCO, the latter of which shall survive the Merger:

ARTICLE I

That certain Agreement and Plan of Merger (the "Plan") attached to and made a part of these Articles/Certificate of Merger, meets the requirements of Section 608.4382, Florida Statutes, and Section 264 of the DGCL, and has been duly approved, adopted, certified, executed and acknowledged by LLC in accordance with Chapter 608, Florida Statutes, and by NEWCO in accordance with the DGCL. A copy of the Agreement and Plan of Merger will be furnished by NEWCO on request, without cost, to any stockholder of NEWCO or member of LLC.

ARTICLE II

An executed copy of the Plan is on file at the principal office of NEWCO. The address of the principal office of NEWCO is:

123 N.W. 13th Street
Suite 206
Boca Raton, Florida 33432

ARTICLE III

NEWCO hereby appoints the Secretary of State of Florida as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or the rights of any dissenting members of LLC.

ARTICLE IV

NEWCO agrees to promptly pay to the dissenting members of LLC the amount, if any, to which such dissenting members are entitled under Section 608.4384, Florida Statutes.

ARTICLE V

The merger is permitted under the respective laws of Florida and Delaware and is not prohibited by (i) the Articles of Organization or the Operating Agreement of LLC; or (ii) the Certificate of Incorporation or Bylaws of NEWCO. The Certificate of Incorporation of NEWCO shall remain in effect after the merger.

FILED
03 DEC 31 PM 3:57
CLERK OF COURT
HABASSETT
T. ORNDORF

Dec-31-03 11:22A

P.03

DEC. 30. 2003 4:05PM

CORPORATION SVC CO

NO. 085 P. 3/17
H03000343868 3

ARTICLE VI

The merger shall become effective as of the later of the date the Articles of Merger are submitted for filing with the Florida Department of State and the Secretary of State of the State of Delaware.

ARTICLE VII

These Articles/Certificate of Merger comply with and were executed as of the 30th day of December, 2003, in accordance with the laws of each party's applicable jurisdiction.

SECNAP NETWORK SECURITY
CORPORATION, a Delaware corporation

By: [Signature]

Its: CEO

SECNAP NETWORK SECURITY, L.L.C.
a Florida limited liability company

By: [Signature]

Its: Managing Director

03 DEC 31 PM 3:57
AND
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

H03000343868 3

DEC. 30. 2003 4:05PM CORPORATION SVC CO

NO. 085 P. 4/17

H03000343868 3

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made as of December 30, 2003, between SECNAP NETWORK SECURITY CORPORATION, a Delaware corporation ("NEWCO"), and SECNAP NETWORK SECURITY, L.L.C., a Florida limited liability company ("LLC"). NEWCO and LLC are sometimes collectively referred to in this Agreement as the "Constituent Entities."

RECITALS

LLC is a limited liability company duly organized and existing under the laws of the State of Florida, having been organized on December 6, 2001, pursuant to the Florida Statutes (the "FS");

NEWCO is a corporation duly organized and existing under the laws of the State of Delaware, having been incorporated on November 12, 2003, pursuant to the Delaware General Corporations Law ("DGCL");

The manager of LLC and the board of directors of NEWCO have determined that it is advisable and in the best interests of each respective party that LLC merge with and into NEWCO upon the terms and subject to the conditions set forth in this Agreement; and

The members of LLC and the stockholders of NEWCO have approved this Agreement;

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained in this Agreement, NEWCO and LLC agree as follows:

ARTICLE I

LLC shall be merged with and into NEWCO (the "Merger"), and NEWCO shall survive the merger (the "Surviving Corporation"). Appropriate documents necessary to effectuate the Merger shall be filed with the States of Florida and Delaware and the Merger shall be effective at the time provided by applicable law (the "Effective Time").

ARTICLE II

At the Effective Time, in accordance with the provisions of this Agreement and the laws of the States of Florida and Delaware:

1. The Constituent Entities shall be merged into a single corporation, which shall be the Surviving Corporation, and the separate existence of LLC shall cease.

H03000343868 3

DEC. 30. 2003 4:06PM

CORPORATION SVC CO

H03CNO.085368 P. 5/17

2. The Surviving Corporation shall remain a Delaware Corporation. The Surviving Corporation shall have all the rights, privileges, immunities and powers and be subject to all the duties and liabilities of a corporation under Delaware law and shall have and possess all the rights, privileges, immunities and franchises, public or private, of both of the Constituent Entities.

3. All property, real, personal and mixed, all debts due on whatever account, all rights of action, and all other assets or interests of any description, belonging to or due to either or both of the Constituent Entities, shall be deemed to be transferred and vested in the Surviving Corporation without further act or deed. The title to any real estate, or any interest in real estate, vested in either of the Constituent Entities, shall not revert or be in any way impaired because of the Merger.

4. The Surviving Corporation shall be responsible and liable for all of the liabilities and obligations of both of the Constituent Entities, and all debts, liabilities and duties of both Constituent Entities shall attach to the Surviving Corporation and may be enforced against the Surviving Corporation to the same extent as if the debts, liabilities and duties had been incurred or contracted, or both, by the Surviving Corporation. A claim existing or action or proceeding pending by or against either of the Constituent Entities may be prosecuted as if the Merger had not taken place or the Surviving Corporation may be substituted in the place of the Constituent Entity, as applicable. The rights of any creditors and any lien upon the property of the Constituent Entities shall not be impaired by the Merger.

5. All acts, plans, policies, agreements, arrangements, approvals and authorizations of each of the Constituent Entities, its members, stockholders, managers, board of directors and committees thereof, officers and agents that were valid and effective immediately before the Effective Time shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Corporation and shall be effective and binding on the Surviving Corporation as the same were with respect to the Constituent Entities.

6. From and after the Effective Time, the Certificate of Incorporation of NEWCO, as existing and constituted at the Effective Time, shall constitute the Certificate of Incorporation of the Surviving Corporation without change or amendment until the same is altered, amended or repealed in accordance with law and the provisions of the Certificate of Incorporation and Bylaws of the Surviving Corporation.

7. From and after the Effective Time, the Bylaws of NEWCO, as existing and constituted at the Effective Time, shall constitute the Bylaws of the Surviving Corporation without change or amendment until the same are altered, amended or repealed in accordance with law and the provisions of the Certificate of Incorporation and Bylaws of the Surviving Corporation.

8. The directors of NEWCO at the Effective Time shall be and constitute the directors of the Surviving Corporation until their successors are elected or they are removed from

DEC. 30. 2003 4:06PM CORPORATION SVC CO

H030003 NO. 085 3 P. 6/17

office in accordance with law and the provisions of the Certificate of Incorporation and Bylaws of the Surviving Corporation.

9. The officers of NEWCO in office at the Effective Time shall be and constitute the officers of the Surviving Corporation until their successors are appointed or they are removed from office in accordance with law and the provisions of the Certificate of Incorporation and Bylaws of the Surviving Corporation.

ARTICLE III

The manner and basis of converting the equity interests of LLC into shares of the Surviving Corporation are as follows:

1. At the Effective Time, each unit of LLC membership interest shall be exchanged for one share of NEWCO common stock, \$.01 par value ("NEWCO Common Stock").
2. Each outstanding share of NEWCO Common Stock outstanding immediately before the Effective Time shall remain unchanged.

ARTICLE IV

At the Effective Time, the respective assets of NEWCO and LLC shall be taken up or continued on the books of the Surviving Corporation in the amounts at which the assets have been carried on their respective books immediately before the Effective Time, and the respective liabilities and reserves of NEWCO and LLC shall be taken up or continued on the books of the Surviving Corporation in the amounts at which those liabilities and reserves have been carried on their respective books immediately before the Effective Time.

ARTICLE V

Stockholders of NEWCO are entitled to dissenters' rights with respect to the Merger under Section 262 of the DGCL and members of LLC are entitled to dissenter's rights under Section 608.4384 of the FS (the "Dissent Procedure"), copies of both of which are reprinted in full as Appendix I to this Agreement and Plan of Merger. Stockholders of NEWCO or members of LLC who dissent from the Merger pursuant to the Dissent Procedure and comply with the Dissent Procedure may be entitled to be paid fair value for their shares. FAILURE TO STRICTLY COMPLY WITH THE DISSENT PROCEDURES COULD RESULT IN THE LOSS OF DISSENTERS' RIGHTS.

ARTICLE VI

From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of LLC such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action as shall be appropriate, advisable or necessary in order to vest, perfect or confirm in the Surviving Corporation the title to and possession of all property, interests, assets, rights,

APPROVED
AND
FILED
03 DEC 31 PM 3:57
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DEC. 30. 2003 4:06PM

CORPORATION SVC CO

NO.085 P 7/17

R03000343868 3

privileges, immunities, powers, franchises and authority of LLC, and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of LLC or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

ARTICLE VII

This Agreement shall be deemed and be taken to be the Plan of Merger of the Constituent Entities upon the filing and recording of the documents and the doing of the acts and things that are required to accomplish the Merger under the laws of the State of Delaware and Florida. This Agreement shall be furnished by the Surviving Corporation, on request and without cost, to any stockholder or member of either Constituent Entity.

ARTICLE VIII

LLC represents and warrants that LLC has evaluated the suitability of this Agreement and, to the extent LLC believes necessary, has consulted with its professional, legal, tax and financial advisors regarding the same and determined to move forward, without reliance upon any representations or other information (either oral or written) other than those specifically contained in this Agreement. The execution of this Agreement has been duly authorized and approved by LLC's managing member and members.

ARTICLE IX

NEWCO represents and warrants that the execution of this Agreement has been duly authorized and approved by NEWCO's board of directors and stockholders.

ARTICLE X

Notwithstanding anything in this Agreement to the contrary, this Agreement may, subject to the laws of Delaware, be amended, abandoned or postponed by the board of directors of NEWCO at any time before the Effective Time for any reason deemed appropriate by the board of directors of NEWCO.

03 DEC 31 PM 3:57
SECRETARY L. J. BROWN
FALL MASSACHUSETTS

AND
FILED

IN WITNESS WHEREOF, the parties hereto have caused this duly approved Agreement and Plan of Merger to be executed and delivered by their respective authorized officers as of the date first set forth above.

SECNAP NETWORK SECURITY
CORPORATION, a Delaware corporation

By: [Signature]
Its: CEO

SECNAP NETWORK SECURITY, L.L.C.
a Florida limited liability company

By: [Signature]
Its: Managing Director

APPROVED
AND
FILED
03 DEC 31 PM 3:57
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

803000343868 3

means a holder or record of stock in a stock corporation and a nonstock corporation; the words "stock" and "share" mean and include what is ordinarily meant by those words and also membership or membership interest of a member of a nonstock corporation; and the words "depository receipt" mean a receipt or other instrument issued by a depository representing an interest in one or more shares, or fractions thereof, solely of stock of a corporation, which stock is deposited with the depository.

(b) Appraisal rights shall be available for the shares of any class or series of stock of a constituent corporation in a merger or consolidation to be effected pursuant to § 251 (other than a merger effected pursuant to § 251(g) of this title), § 252, § 254, § 257, § 258, § 263 or § 264 of this title:

(1) Provided, however, that no appraisal rights under this section shall be available for the shares of any class or series of stock, which stock, or depository receipts in respect thereof, at the record date fixed to determine the stockholders entitled to receive notice of and to vote at the meeting of stockholders to act upon the agreement of merger or consolidation, were either (i) listed on a national securities exchange or designated as a national market system security on an interdealer quotation system by the National Association of Securities Dealers, Inc. or (ii) held of record by more than 2,000 holders; and further provided that no appraisal rights shall be available for any shares of stock of the constituent corporation surviving a merger if the merger did not require for its approval the vote of the stockholders of the surviving corporation as provided in subsection (f) of § 251 of this title.

(2) Notwithstanding paragraph (1) of this subsection, appraisal rights under this section shall be available for the shares of any class or series of stock of a constituent corporation if the holders thereof are required by the terms of an agreement of merger or consolidation pursuant to §§ 251, 252, 254, 257, 258, 263 and 264 of this title to accept for such stock anything except:

a. Shares of stock of the corporation surviving or resulting from such merger or consolidation, or depository receipts in respect thereof;

b. Shares of stock of any other corporation, or depository receipts in respect thereof, which shares of stock (or depository receipts in respect thereof) or depository