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(City/State/Zip/Phone #)

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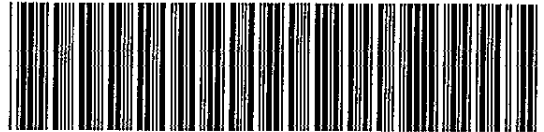
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2003 AUG 25 PM 12:28

SHAWAN CORPORATION  
TALLAHASSEE, FLORIDA

J. BRYAN SEP 2 2003

# SWEENEY LEV

A Limited Liability Company  
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August 21, 2003

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

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2003 AUG 25 PM 12:28  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

Re: Merger of Infomyst Transcription Technology, LLC (a New Jersey LLC) into Infomyst Transcription Technology, LLC (a Florida LLC)  
EIN: 22-3843995

Dear Sir or Madam:

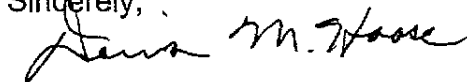
This firm represents the above-mentioned entities. Enclosed for filing please find an original and one (1) copy of the following:

1. Articles of Merger, and
2. Plan of Merger.

Enclosed is a check for \$50 to cover the filing fee.

If you have any questions please call.

Sincerely,



Dennis M. Haase

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## ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and 620.203, Florida Statutes.

**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. Infomyst Transcription Technology, LLC 12241 Accipiter Drive Orlando, Florida 32837	Florida	LLC
Florida Document/Registration Number: _____		FEI Number: _____
2. Infomyst Transcription Technology, LLC 6 Grove Terrace Montclair, New Jersey 07042	New Jersey	LLC
Florida Document/Registration Number: _____		FEI Number: 22-3843995
3. _____ _____ _____	_____	_____
Florida Document/Registration Number: _____		FEI Number: _____
4. _____ _____ _____	_____	_____
Florida Document/Registration Number: _____		FEI Number: _____

*(Attach additional sheet(s) if necessary)*

**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>
Infomyst Transcription Technology, LLC	Florida	LLC
12241 Accipiter Drive		
Orlando, Florida 32837		

Florida Document/Registration Number: L03000018455 FEI Number: 22-3843995

**THIRD:** The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

**FOURTH:** If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

**FIFTH:** If not incorporated, organized, or otherwise formed under the laws of the state of Florida, 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 shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

**SIXTH:** If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

**SEVENTH:** If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

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

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**NINTH:** The merger shall become effective as of:

The date the Articles of Merger are filed with Florida Department of State



**OR**

\_\_\_\_\_  
(Enter specific date. NOTE: Date cannot be prior to the date of filing.)

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

**ELEVENTH: SIGNATURE(S) FOR EACH PARTY:**

**(Note: Please see instructions for required signatures.)**

<u>Name of Entity</u>	<u>Signature(s)</u>	<u>Typed or Printed Name of Individual</u>
Infomst Tr. Tech., LLC (NJ)	 <u>Mukta Mutalik</u>	GURURAJ MUTALIK MUKTA MUTALIK
Infomyst Tr Tech., LLC (FL)	 <u>Mukta Mutalik</u>	GURURAJ MUTALIK MUKTA MUTALIK
_____	_____	_____
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(Attach additional sheet(s) if necessary)

## PLAN OF MERGER

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section(s) 607.1107, 617.1103, 608.4381, and/or 620.202, is being submitted in accordance with section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes.

**FIRST:** The exact name and jurisdiction of each **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
INFOMYST TRANSCRIPTION TECHNOLOGY, LLC	NEW JERSEY
INFOMYST TRANSCRIPTION TECHNOLOGY, LLC	FLORIDA

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**SECOND:** The exact name and jurisdiction of the **surviving** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
INFOMYST TRANSCRIPTION TECHNOLOGY, LLC	FLORIDA

**THIRD:** The terms and conditions of the merger are as follows:

SEE ATTACHED PLAN AND AGREEMENT OF MERGER

*(Attach additional sheet(s) if necessary)*

**FOURTH:**

- A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property are as follows:

SEE ATTACHED PLAN AND AGREEMENT OF MERGER

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- B. The manner and basis of converting rights to acquire interests, shares, obligations or other securities of each merged party into rights to acquire interests, shares, obligations or other securities of the surviving entity, in whole or in part, into cash or other property are as follows:

N/A

*(Attach additional sheet(s) if necessary)*

**FIFTH:** If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows:

Name(s) and Address(es) of General Partner(s)

If General Partner is a Non-Individual,

Florida Document/Registration Number

N/A

**SIXTH:** If a limited liability company is the surviving entity the name(s) and address(es) of the manager(s)managing members are as follows:

GURURAJ MUTALIK; 12241 ACCIPITER DRIVE, ORLANDO, FLORIDA 32837

MUKTA MUTALIK; 12241 ACCIPITER DRIVE, ORLANDO, FLORIDA 32837

**SEVENTH:** All statements that are required by the laws of the jurisdiction(s) under which each Non-Florida business entity that is a party to the merger is formed, organized, or incorporated are as follows:

CERTIFICATE OF FORMATION OF INFOMYST TRANSCRIPTION TECHNOLOGY, LLC (NEW JERSEY)

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ALLAHASSEE, FLORIDA

**EIGHTH:** Other provisions, if any, relating to the merger:

*(Attach additional sheet(s) if necessary)*



**AGREEMENT AND PLAN OF MERGER OF  
INFOMYST TRANSCRIPTION TECHNOLOGY, LLC (NJ)  
WITH AND INTO  
INFOMYST TRANSCRIPTION TECHNOLOGY, LLC (FL)  
UNDER THE NAME OF  
INFOMYST TRANSCRIPTION TECHNOLOGY, LLC (FL)**

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2003 AUG 25 PM 12:28  
601 N. W. 10TH ST.  
SUITE 1000  
FORT LAUDERDALE, FL 33304

Agreement and Plan of Merger ("Agreement") dated July 31, 2003 by and between INFOMYST TRANSCRIPTION TECHNOLOGY, LLC, a New Jersey limited liability company (hereinafter called "LLC NJ") and INFOMYST TRANSCRIPTION TECHNOLOGY, LLC, a Florida limited liability company (hereinafter called "LLC FL").

**WHEREAS:**

1. The Managing Members of LLC NJ and the Managing Members of LLC FL, respectively, have resolved that LLC NJ be merged with and into a single limited liability company existing under the laws of the State of Florida, pursuant to the New Jersey Limited Liability Company Act and the Florida Limited Liability Company Act, to wit, LLC FL, which shall be the surviving entity (such LLC FL in its capacity as such surviving LLC being sometimes referred to herein as the "Surviving LLC") in a transaction qualifying as a merger within the meaning of the provisions N.J.S. 42: 2B-20 and 608.4382, Florida Statutes; and

2. The Managing Members of LLC NJ and the Managing Members of LLC FL, respectively, have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree in accordance with the New Jersey Limited Liability Company Act and the Florida Limited Liability Company Act that LLC NJ shall be, at the Effective Date (as hereinafter defined), merged (hereinafter called "Merger") with and into a single limited liability company existing under the laws of the State of Florida, to wit, LLC FL, which shall be the Surviving LLC, and the parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

**Article I**

**Resolutions of Managing Members of LLC NJ and LLC FL;  
Filings; Effects of Merger**

1.1 LLC NJ. The Managing Members of LLC NJ shall approve and adopt the Agreement by Unanimous Written Consent in accordance with the New Jersey Limited Liability Company Act at the earliest practicable date.

1.2 LLC. The Managing Members of LLC FL shall approve and adopt the Agreement by Unanimous Written Consent in accordance with the Florida Limited Liability Company Act at the earliest practicable date.

1.3 Filing of Certificate of Merger; Effective Date. If (a) this Agreement is approved and adopted by the Managing Members of LLC NJ in accordance with the New Jersey Limited Liability Company Act, (b) this Agreement has been approved and adopted by the Managing Members of LLC FL in accordance with the Florida Limited Liability Company Act, and (c) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then a Certificate of Merger shall be filed and recorded in accordance with the New Jersey Limited Liability Company Act and the Florida Limited Liability Company Act and a copy of the Agreement of Merger and a Certificate of Merger shall be filed in accordance with the New Jersey Limited Liability Company Act and the Florida Limited Liability Company Act. Such filings shall become effective as of the date of filing with the Secretary of State of New Jersey and of Florida, herein referred to as the "Effective Date."

1.4 Certain Effects of Merger. On the Effective Date, the separate existence of LLC NJ shall cease, and LLC NJ shall be merged into LLC FL which, as the Surviving LLC, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of LLC NJ; and all and singular, the rights, privileges, powers, and franchises of LLC NJ, and all assets and property, tangible, intangible, real, personal, and mixed, and all debts due to LLC NJ on whatever account, as well for all other things in action or belonging to LLC NJ, shall be vested in the Surviving LLC; and all assets and property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving LLC as they were of LLC NJ, and the title to any real estate vested by deed or otherwise, under the laws of New Jersey or any other jurisdiction, in LLC NJ, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of LLC NJ shall be preserved unimpaired, and all debts, liabilities, and duties of LLC NJ shall thenceforth attach to the Surviving LLC and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting Managing Member of LLC NJ or the corresponding Managing Member of the Surviving LLC, may, in the name of LLC NJ, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving LLC may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving LLC title to and possession of all LLC NJ's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

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JACKSONVILLE, FLORIDA

## Article II

### Surviving LLC Articles of Organization; Operating Agreement; Name of Surviving LLC

2.1 Certificate of Formation. The Articles of Organization of LLC FL as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Articles of Organization of the Surviving LLC until changed or amended as provided by law.

2.2 Operating Agreement. The Operating Agreement of LLC FL, as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the Operating Agreement of the Surviving LLC until amended as provided therein.

2.3 Name of Surviving LLC. As soon as reasonably practicable after the merger, LLC NJ shall change its name to the Surviving LLC. Effective as of such change of name, the name of the Surviving LLC shall be INFOMYST TRANSCRIPTION TECHNOLOGY, LLC.

## Article III

### Status and Conversion of LLC NJ Interests

The manner and basis of converting the LLC NJ Interests of LLC NJ and the nature and amount of membership interests of the LLC which the holders of LLC NJ Interests are to receive in exchange for such LLC NJ Interests are as follows:

3.1 LLC NJ Interests. Each Member's percentage of LLC NJ Interests held immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the Member thereof, be converted at the Effective Date into the same percentage of membership interests of LLC FL, and any outstanding certificates representing LLC NJ Interests shall thereafter represent membership interests of LLC FL. Such certificates may, but need not be, exchanged by the Members thereof after the merger becomes effective for new certificates representing the same percentage of membership interests bearing the name of the Surviving LLC.

## Article IV

### Miscellaneous

4.1. This Agreement of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement of Merger by the Managing Members of LLC NJ, if the Managing Members of LLC NJ or the Managing Members of the Surviving LLC duly adopt a resolution abandoning this Agreement of Merger.

4.2. For the convenience of the parties hereto and to facilitate the filing of this Agreement of Merger, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, this Agreement has been executed by LLC NJ and LLC FL all on the date first above written.

ATTEST:

Dennis M. Haase

INFOMYST TRANSCRIPTION TECHNOLOGY, LLC  
(New Jersey)

By: Gururaj Mutalik  
Gururaj Mutalik  
Managing Member

Dennis M. Haase

By: Mukta Mutalik  
Mukta Mutalik  
Managing Member

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ATTEST:

Dennis M. Haase

INFOMYST TRANSCRIPTION TECHNOLOGY, LLC  
(Florida)

By: Gururaj Mutalik  
Gururaj Mutalik  
Managing Member

Dennis M. Haase

By: Mukta Mutalik  
Mukta Mutalik  
Managing Member