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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

ComputerRepair.com, Inc.

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ARTICLES OF MERGER

of

ComputerRepair.com, LLC, a Florida limited liability company**with and into****ComputerRepair.com, Inc., a Delaware corporation**

Pursuant to the provisions of Section 608.4382 of the Florida Limited Liability Company Act (the "FLLCA") and Section 264 of the Delaware General Corporation Law (the "DGCL"), ComputerRepair.com, LLC, a Florida limited liability company (the "Company"), and ComputerRepair.com, Inc., a Delaware corporation (the "Surviving Corporation"), hereby adopt the following Articles of Merger for the purpose of merging the Company with and into the Surviving Corporation (the "Merger").

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

<u>Name and Street Address</u>	<u>Domicile</u>	<u>Entity Type</u>
ComputerRepair.com, LLC 951 Clint Moore Road Boca Raton, FL 33431 Florida Document/ Registration Number: L03000019659	Florida	Limited Liability Company
ComputerRepair.com, Inc. 951 Clint Moore Road Boca Raton, FL 33431 Delaware Document/ Registration Number: SRV 050503751 - 3986377	Delaware	Corporation

FEI Number: 58-2671987
FEI Number: 20-308334

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>
ComputerRepair.com, Inc. 951 Clint Moore Road Boca Raton, FL 33431	Delaware	Corporation

THIRD: The attached Agreement and Plan of Merger meets the requirements of Section 608.438 of the FLLCA.

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FOURTH: The attached Agreement and Plan of Merger was approved, adopted, certified, executed and acknowledged by the Company by the Board of Managers and Members of the Company in accordance with Sections 608.4231(5), 608.423, 608.438 and 608.4381 of the FLLCA and Section 2.6.4 of the Operating Agreement of the Company, dated July 24, 2003 and as amended on each of July 24, 2003, September 30, 2003, December 1, 2003, and January 1, 2005 (together, the "Operating Agreement"). Further, the attached Agreement and Plan of Merger was approved, adopted, certified, executed and acknowledged by the Company and the Surviving Corporation in accordance with Section 264 of the DGCL. Pursuant to Section 251(f) of the DGCL, the attached Agreement and Plan of Merger was not required to be approved by the shareholders of the Surviving Corporation because no shares of capital stock of the Surviving Corporation were issued prior to the adoption by the Board of Directors of the Surviving Corporation of the resolution approving the Agreement and Plan of Merger.

FIFTH: The Surviving Corporation 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 the Company.

SIXTH: The Surviving Corporation agrees to pay the dissenting members of the Company the amount, if any, to which they are entitled under Section 608.4384 of the FLLCA.

SEVENTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the Operating Agreement.

EIGHTH: The Merger shall be effective upon the filing of these Articles of Merger with the Secretary of State of the State of Florida (the "Effective Time"). Upon the Effective Time, by virtue of the Merger and without any action on the part of the Company or Surviving Corporation, each membership interest of the Company outstanding at the Effective Time shall be cancelled and extinguished and replaced in lieu thereof with a certain number of shares of junior preferred stock, par value \$.001 per share, of the Surviving Corporation (the "Junior Preferred Stock"), based on a conversion rate, of 405.80 shares of Junior Preferred Stock for 1 Membership Interest (the "Conversion Rate"). In addition, each option to purchase Membership Interests (each, an "Existing Option") outstanding immediately prior to the Effective Time will be replaced by an option to purchase a certain number of shares of Junior Preferred Stock, based on the Conversion Rate, at the same exercise price (adjusted to give effect to the Conversion Rate) and on the same terms and conditions as the Existing Options. The Merger shall have the effects set forth in Section 608.4383 of the FLLCA, and all property, rights, privileges, policies and franchises of each of the Surviving Corporation and the Company shall vest in the Surviving Corporation and all debts, liabilities and duties of each of the Surviving Corporation and the Company shall become the debts, liabilities and duties of the Surviving Corporation.

NINTH: The Certificate of Incorporation of the Surviving Corporation, as amended by Certificate of Amendment of the Certificate of Incorporation of the Surviving Corporation on June __, 2005 and as in effect at the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation thereafter, unless and until changed, altered or amended as herein provided and in the manner prescribed by the laws of the State of Delaware.

TENTH: The By-Laws of the Surviving Corporation in effect at the Effective Time shall be the By-Laws of the Surviving Corporation thereafter, unless and until amended in accordance with applicable law.

ELEVENTH: The officers and directors of the Surviving Corporation at the Effective Time shall be the officers and directors of the Surviving Corporation thereafter, until their respective successors are duly elected and qualified.

TWELFTH: The Articles of Merger comply and were executed in accordance with the laws of each of the Company's and the Surviving Corporation's applicable jurisdiction.

THIRTEENTH: The Agreement and Plan of Merger is being filed herewith.

IN WITNESS WHEREOF, each of the Surviving Corporation and the Company has caused these Articles of Merger to be signed in their respective corporate names and on their behalf by an authorized officer, on this 20th day of June, 2005.

ComputerRepair.com, LLC

By: 
Name: Mark L. Friedman
Title: Managing Partner

ComputerRepair.com, Inc.

By: 
Name: Jeffrey V. Leventhal
Title: President

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into as of this ____ day of June, 2005, by and between **COMPUTERREPAIR.COM, INC.**, a Delaware corporation (the "Surviving Corporation"), and **COMPUTERREPAIR.COM, LLC**, a Florida limited liability company (the "Non-Surviving Entity");

WITNESSETH:

WHEREAS, the parties deem it advisable and in their respective best interests to merge with one another in accordance with the terms and conditions of this Agreement; and

WHEREAS, the directors of the Surviving Corporation and the managers and members of the Non-Surviving Entity (collectively, the "Constituent Entities"), have authorized and approved the statutory merger of the Constituent Entities in accordance with the terms and conditions of this Agreement; and

WHEREAS, approval of the statutory merger by the shareholders of the Surviving Corporation is not required, pursuant to Section 251(f) of the Delaware Law;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties hereby agree as follows:

1. **The Merger.** As promptly as practicable after the date hereof, and in accordance with the applicable provisions of the Delaware General Corporation Law, including Sections 264 and 251 of the Delaware General Corporation Law ("Delaware Law"), and the applicable provisions of the Florida Limited Liability Company Act, including Sections 608.423, 608.4231(5), 608.438 and 608.4381 of the Florida Limited Liability Company Act ("Florida Law", and collectively with Delaware Law, "Applicable Law"), the Non-Surviving Entity shall be merged with and into the Surviving Corporation (the "Merger") through the filing with the appropriate Secretary of State offices of this Agreement, the Articles of Merger with the Secretary of State of Florida and the Certificate of Merger with the Secretary of State of Delaware carrying forth the terms of this Agreement, and pursuant to which the Surviving Corporation will be the surviving corporation of the Merger. Upon the filing of this Agreement, the Articles of Merger and the Certificate of Merger, the separate existence of the Non-Surviving Entity shall cease, and the Surviving Corporation shall continue its corporate existence under Delaware Law. The effective date of the Merger shall be the date on which this Agreement and the Articles of Merger are filed with the Secretary of State of the State of Florida and the Certificate of Merger is filed with the Secretary of State of the State of Delaware.

2. **Terms and Conditions of the Merger: Conversion of Shares.** Upon the Effective Time, by virtue of the Merger and without any action on the part of the Company or Surviving Corporation, (a) each membership interest of the Non-Surviving Entity outstanding immediately prior to the effectiveness of the Merger shall be cancelled and extinguished and replaced in lieu thereof with a certain number of shares (the "Shares") of junior preferred stock, par value \$.001 per share, of the Surviving Corporation (the "Junior Preferred Stock"), based on a conversion rate, of 405.80 shares of Junior Preferred Stock for 1 Membership Interest (the

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"Conversion Rate"), (b) each option to purchase membership interests (each, an "Existing Option") outstanding immediately prior to the effectiveness of the Merger will be replaced by an option (each, a "Replacement Option") to purchase a certain number of shares of Junior Preferred Stock, based on the Conversion Rate, at the same exercise price (adjusted to give effect to the Conversion Rate) and on the same terms and conditions as the Existing Options, (c) each share of capital stock of the Surviving Corporation outstanding immediately prior to the effectiveness of the Merger, if any, shall remain outstanding, and (d) each option to purchase shares of capital stock of the Company outstanding immediately prior to the effectiveness of the Merger, if any, shall remain outstanding.

3. Effect of the Merger. Upon the filing of this Agreement, the Articles of Merger and the Certificate of Merger pursuant to Section 1 above, (a) the Surviving Corporation shall own and possess all assets and property of every kind and description, and every interest therein, wherever located, and all rights, privileges, immunities, powers, franchises and authority of a public as well as of a private nature, of each of the Constituent Entities, and all obligations owed, belonging or due to each of the Constituent Entities, all of which shall be vested in the Surviving Corporation pursuant to Applicable Law without further act or deed, and (b) the Surviving Corporation shall be liable for all claims, liabilities and obligations of the Constituent Entities, all of which shall become and remain the obligations of the Surviving Corporation pursuant to Applicable Law without further act or deed.

4. Charter; By-Laws; Directors; Officers. Upon the filing of this Agreement and the Articles of Merger pursuant to Section 1 above, the Certificate of Incorporation, By-Laws, directors and officers of the Surviving Corporation shall remain in full force and effect, and shall continue to constitute the Certificate of Incorporation, By-Laws, directors and officers of the Surviving Corporation after giving effect to the Merger.

5. Authorization. The Board of Directors of the Surviving Corporation shall adopt resolutions approving the Merger and this Merger Agreement prior to the issuance of any shares of the Surviving Corporation's capital stock. Therefore, according to Section 251(b) of the Delaware General Corporation Law, the approval of the Merger and this Merger Agreement by the shareholders of the Surviving Corporation is not required in order to give effect to the same. The Board of Managers of the Non-Surviving Entity shall adopt resolutions approving the Merger and this Merger Agreement pursuant to Section 2.5.1 of the Operating Agreement of the Non-Surviving Entity, dated July 24, 2003 and as amended on each of July 24, 2003, September 30, 2003, December 1, 2003, and January 1, 2005 (together, the "Operating Agreement") and Section 608.422(5) and 608.4231(6) of Florida Law. The Members of the Non-Surviving Entity shall approve the Merger and this Merger Agreement pursuant to Section 2.6.4 of the Operating Agreement and Sections 608.4231(5), 608.423, 608.438 and 608.4381 of Florida Law.

6. Tax-Free Reorganization. The Merger is intended to qualify as a tax-free reorganization under federal and state law, and the Constituent Entities shall report the transactions hereunder so as to give effect to such intention.

7. Amendment. This Agreement may be amended or modified by written agreement signed by both of the Constituent Entities. The Merger may be abandoned at any time prior to

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