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MERGER OR SHARE EXCHANGE
BROADBAND NATIONAL, INC.

Certificate of Status	0
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Merging into
a non qualified
company.

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ARTICLES OF MERGER
OF
BROADBAND NATIONAL, L.L.C., a Florida limited liability company,
INTO
BROADBAND NATIONAL, INC., a Delaware corporation

BroadBand National, L.L.C., a Florida limited liability company, and BroadBand National, Inc., a Delaware corporation, acting in compliance with the provisions of Section 608.4382, Florida Statutes, hereby certify as follows:

1. The name and jurisdiction of the surviving corporation is BroadBand National, Inc., a Delaware corporation (the "Corporation") (Delaware File No. 4063890), having a principal office at 2770 Indian River Blvd., Suite 501, Vero Beach, Florida, 32960.

2. The name and jurisdiction of the merging limited liability company is BroadBand National, L.L.C., a Florida limited liability company (the "LLC") (Florida Document No. L03000032086).

3. The Agreement and Plan of Merger is attached hereto as Exhibit A.

4. The Agreement and Plan of Merger was approved by the LLC in accordance with the applicable provisions of the Florida Limited Liability Company Act on December 28, 2005.

5. The Agreement and Plan of Merger was approved by the Corporation in accordance with the applicable provisions of the Delaware General Corporation Law on December 27, 2005.

6. The merger shall become effective upon filing.

7. The Corporation is deemed to have appointed the Florida Department of State as its agent for service of process in a proceeding to enforce any obligation or the rights of any dissenting members of the LLC. In addition, the Corporation has agreed to pay promptly the dissenting members (if any) of the LLC the amount of money to which such dissenting members may be entitled pursuant to Section 608.4384 of the Florida Limited Liability Company Act.

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Articles of Merger

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BROADBAND NATIONAL, INC.,
a Delaware corporation

Dated: December 29, 2005

By: 

R. Vincent Olmstead, Jr.
President

BROADBAND NATIONAL, L.L.C.,
a Florida limited liability company

Dated: December 29, 2005

By: 

R. Vincent Olmstead, Jr.
President

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Exhibit A

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into this 29th day of December, 2005, by and between BroadBand National, Inc., a Delaware corporation (the "Corporation"), and BroadBand National, L.L.C., a Florida limited liability company (the "LLC"). The Corporation and the LLC are sometimes collectively referred to in this Agreement as the "Constituent Business Entities" and each is sometimes referred to individually as a "Constituent Business Entity."

WITNESSETH:

WHEREAS, the Directors of the Corporation and the Managers of the LLC deem it advisable and for the general welfare of each Constituent Business Entity that the LLC merge with and into the Corporation and that the Corporation merge the LLC with and into itself (the "Merger"), pursuant to this Agreement and the applicable laws of the State of Florida and the State of Delaware; and

WHEREAS, the Corporation, pursuant to and immediately prior to the merger described herein will adopt an Amended and Restated Certificate of Incorporation (the "A&R Certificate").

NOW, THEREFORE, the Constituent Business Entities, in consideration of the premises and the mutual covenants, agreements and provisions hereinafter contained, do hereby agree upon and prescribe the terms and conditions of said merger and the method of carrying the same into effect in this Agreement as follows:

1. Plan of Merger. The Constituent Business Entities have agreed and do hereby agree each with the other that the LLC shall be merged with and into the Corporation, and that the Corporation shall merge the LLC with and into itself. The Corporation shall be the surviving party in the Merger and shall be governed by the laws of the State of Delaware.
2. Effective Time. The Merger shall become effective upon the filing of the Articles of Merger between the Corporation and the LLC with the Florida Department of State and the filing of a Certificate of Merger pertaining to the Merger with the Secretary of State of the State of Delaware (the "Effective Time").
3. Conversion and Exchange of Units for Shares.
 - (a) Conversion of the Units. Pursuant to the Merger,
 - (i) Each common Voting Unit in the LLC issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and converted into one

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Agreement and Plan of Merger

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share of Common Stock of the Corporation, par value \$0.001 per share, having the rights, privileges and obligations identified in the A&R Certificate.

(ii) Each common Non-Voting Unit in the LLC issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and converted into one share of Common Stock of the Corporation, par value \$0.001 per share, having the rights, privileges and obligations identified in the A&R Certificate.

(iii) Each outstanding option, warrant, or other right to receive or purchase a Voting Unit or Non-Voting Unit in the LLC shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and converted into an option, warrant or right to receive or purchase one share of Common Stock of the Corporation on, to the greatest extent possible, the same terms and conditions that existed prior to the Merger with respect to such option, warrant or right to purchase the Unit.

(iv) Each Series A Convertible Preferred Unit in the LLC issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and converted into one share of Series A Convertible Preferred Stock of the Corporation, par value \$0.001 per share, having the rights, privileges and obligations identified in the A&R Certificate.

(v) Each outstanding option, warrant, or other right to receive or purchase a Series A Convertible Preferred Unit in the LLC shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and converted into an option, warrant or right to receive or purchase one share of Series A Convertible Preferred Stock of the Corporation on, to the greatest extent possible, the same terms and conditions that existed prior to the Merger with respect to such option, warrant or right to purchase the Series A Convertible Preferred Unit.

(vi) Each Series B Convertible Preferred Unit in the LLC issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and converted into one share of Series B Convertible Preferred Stock of the Corporation, par value \$0.001 per share, having the rights, privileges and obligations identified in the A&R Certificate.

(vii) Each outstanding option, warrant, or other right to receive or purchase a Series B Convertible Preferred Unit in the LLC shall, by virtue of the

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Agreement and Plan of Merger

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Merger and without any action on the part of the holder thereof, be cancelled and converted into an option, warrant or right to receive or purchase one share of Series B Convertible Preferred Stock of the Corporation on, to the greatest extent possible, the same terms and conditions that existed prior to the Merger with respect to such option, warrant or right to purchase the Series B Convertible Preferred Unit.

(b) Exchange of Certificates. Immediately after the Effective Time, each holder of an outstanding certificate or certificates theretofore representing Units (of any class) in the LLC shall surrender the same to the Corporation or to an agent or agents designated by the Corporation, and shall thereupon be entitled to receive certificates representing those shares of stock in the Corporation to which such holder is entitled pursuant to the terms of this Agreement.

4. Effect of the Merger.

(a) Existence of the LLC. On the Effective Date, the separate existence of the LLC shall cease and it shall be merged with and into the Corporation. Thereupon, all the property, real, personal, intangible and mixed, and all interest therein of the LLC and all debts due to it shall be transferred to and invested in the Corporation without further act or deed and without reversion or impairment. The Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of the LLC.

(b) Certificate of Incorporation. The A&R Certificate, which shall come into effect immediately prior to the Effective Time, shall continue in full force and effect as the Certificate of Incorporation of the Corporation and shall not be changed or amended by the Merger.

(c) By-laws. The By-laws of the Corporation, as in effect on the Effective Time, shall continue in full force and effect as the By-laws of the Corporation and shall not be changed or amended by the Merger.

(d) Officers and Directors. At the Effective Time, the managers of the LLC shall become the directors of the Corporation, and the officers of the LLC shall become the officers of the Corporation.

5. Conditions of Merger. This Agreement shall promptly be submitted to the members of the LLC for approval. The affirmative vote of the holders of a majority of all of the Units of the LLC (excluding the Nonvoting Common Units) voting together, as well as a majority of both the Series A Convertible Preferred Units and the Series B Convertible Preferred Units, each voting separately as a class, shall be required for such approval.

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6. General Provisions.

- (a) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes and cancels any other agreement, representation or communication, whether oral or written, among the parties hereto relating to the transactions contemplated herein or the subject matter hereof.
- (b) Headings. The headings in the Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
- (c) Amendment; Termination. This Agreement may be terminated or amended by the mutual consent of the Corporation and the LLC, whether before or after approval of this Agreement by the members of the LLC.

[Signature page follows]

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Agreement and Plan of Merger

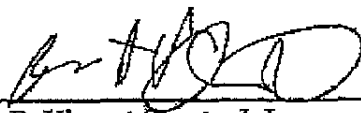
Page 5

IN WITNESS WHEREOF, each party hereto has caused its duly authorized officer to execute this Agreement and Plan of Merger.

BROADBAND NATIONAL, L.L.C.,
a Florida limited liability company

By: 
R. Vincent Olmstead, Jr.
President

BROADBAND NATIONAL, INC.,
a Delaware corporation

By: 
R. Vincent Olmstead, Jr.
President

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TRENAM, KEMKER

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Agreement and Plan of Merger

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Secretary's Certification

I, R. Vincent Olmstead, Jr., the duly appointed and acting Secretary of BroadBand National, Inc., hereby certify that (i) this Agreement has been adopted by the Board of Directors of the Corporation, without any shareholder vote, pursuant to Section 251(f) of the General Corporation Law of the State of Delaware, and (ii) no shares of stock of the Corporation were issued prior to the adoption of this Agreement and the Merger by the Board of Directors of the Corporation.



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