

W04000074967

Florida Department of State
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MERGER OR SHARE EXCHANGE

USA
 Voicemail Direct-UCS LLC

Certificate of Status	0
Certified Copy	1
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M. Thomas MAY 22 2008

**Certificate of Merger
For
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes:

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
<u>Voicemail Direct USA LLC</u>	<u>Florida</u>	<u>LLC</u>
<u>L04 0000 74907</u>		

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
<u>Voicemail Direct USA LLC</u>	<u>Nevada</u>	<u>LLC</u>

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

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FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

c/o NextWeb Media LLC

888 Seventh Avenue, 6th Floor

New York, NY 10019

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: c/o NextWeb Media LLC

888 Seventh Avenue, 6th Floor

New York, NY 10019

Mailing address: c/o NextWeb Media LLC



888 Seventh Avenue, 6th Floor

New York, NY 10019

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b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Voicemail Direct USA LLC		Eyal Yechezkel
Voicemail Direct USA LLC		Eyal Yechezkel

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Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

<u>Fees:</u>	For each Limited Liability Company:	\$25.00
	For each Corporation:	\$35.00
	For each Limited Partnership:	\$32.50
	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00

<u>Certified Copy (optional):</u>	\$30.00
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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Plan of Merger"), dated as of May 21, 2008, is entered into by and between VOICEMAIL DIRECT USA LLC, a Nevada limited liability company (the "Surviving Entity"), and VOICEMAIL DIRECT USA LLC, a Florida limited liability company (the "Merging Entity").

WITNESSETH:

WHEREAS, this Plan of Merger is in compliance with Chapter 92A of the Nevada Revised Statutes and Section 608.438 of the Florida Statutes;

WHEREAS, the Surviving Entity is a limited liability company duly organized and validly existing under the laws of the State of Nevada having been formed on May 19, 2008;

WHEREAS, the Merging Entity is a limited liability company duly organized and validly existing under the laws of the State of Florida having been formed on October 15, 2004;

WHEREAS, each of the parties hereto deems it desirable, upon the terms and subject to the conditions herein stated, that the Merging Entity be merged with and into the Surviving Entity (the "Merger") and that all of the outstanding participation and economic "Membership Interests" of the Merging Entity (the "Merging Entity Interests"), outstanding prior to the Merger, be converted into participation and economic "Membership Interests" of the Surviving Entity (the "Surviving Entity Interests") on a 1:1 basis.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I THE MERGER

1.1. On the Effective Date (as defined in Section 2.1 hereof), the Merging Entity shall merge with and into the Surviving Entity and the two shall thereafter continue as one entity, with the Surviving Entity as the surviving entity. The name of the Surviving Entity shall not be affected by the Merger. The Merging Entity and the Surviving Entity shall make the appropriate filings with the Secretary of State of the State of Nevada and the Secretary of State of the State of Florida.

1.2. On the Effective Date, each outstanding Merging Entity Interest shall, by virtue of the Merger and without any action on the part of the holder thereof, be automatically converted into one (1) Surviving Entity Interest.

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ARTICLE II
AUTHORIZATION

2.1. The members of the Surviving Entity have approved this Plan of Merger and the Merger as provided by the applicable law of the State of Nevada. The members of the Merging Entity have approved this Plan of Merger and the Merger as provided by the applicable law of the State of Florida. If this Agreement is duly executed and is not terminated, Certificates of Merger, executed in accordance with the laws of the State of Nevada and the State of Florida (the "Articles of Merger"); shall be filed with the Secretary of State for each of the State of Nevada and the State of Florida, and the Merger shall become effective upon the last date of such filings; such date being referred to herein as the "Effective Date" of the Merger.

2.2. The Surviving Entity represents and warrants that it validly exists under the laws of the State of Nevada as of the date hereof.

2.3. The Merging Entity represents and warrants that it validly exists under the laws of the State of Florida as of the date hereof.

ARTICLE III
EFFECT OF THE MERGER

As of the Effective Date, the separate existence of the Merging Entity shall cease; the Surviving Entity shall thereupon possess all the respective rights, privileges, immunities and franchises, of a public as well as a private nature of the Merging Entity and all of the respective property, real, personal and mixed, and all debts due on whatever accounts, and all other choses in action, and each and every other interest of or belonging to or due to the Merging Entity shall be deemed to be the rights, privileges, immunities, franchises, property, debts and interests of the Surviving Entity without further act or deed, and the title to any real estate, or any interest therein, vested in the Merging Entity shall not revert or in any way be impaired by reason of the Merger; and the Surviving Entity shall thenceforth be responsible and liable for all of the respective liabilities and respective obligations of the Merging Entity; and any claim existing or action or proceeding pending by or against the Merging Entity may be prosecuted as if the Merger had not taken place, or the Surviving Entity may be substituted in its place. Neither the rights of creditors nor any liens upon the property of the Merging Entity shall be impaired by the Merger.

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ARTICLE IV
ORGANIZATIONAL DOCUMENTS

The articles of organization and operating agreement of the Surviving Entity in effect on the Effective Date shall continue to be the articles of organization and operating agreement of the Surviving Entity after the Effective Date until amended in accordance with the operating agreement of the Surviving Entity and applicable law.

ARTICLE V
OFFICERS AND DIRECTORS

From and after the Effective Date, until successors are duly elected or appointed in accordance with applicable law, (i) the members of the Surviving Entity immediately prior to the effectiveness of the Merger shall continue to manage the Surviving Entity, and (ii) the officers of the Surviving Entity immediately prior to the effectiveness of the Merger shall be the officers of the Surviving Entity.

ARTICLE VI
AMENDMENTS

This Plan of Merger may be supplemented or amended in any manner at any time and from time to time before the Effective Date of the Merger without any action by the members of the Merging Entity or members of the Surviving Entity save with respect to the terms of conversion set forth in Section 1.2 above. Any supplement or amendment to this Plan of Merger must be in writing and executed by each of the Merging Entity and the Surviving Entity. This Plan of Merger may be terminated and the Merger abandoned at any time prior to Effective Date of the Merger by action taken by the Boards of Directors of the Merging Entity and of the Surviving Entity.

ARTICLE VII
GOVERNING LAW

THIS PLAN OF MERGER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA (WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAWS PROVISIONS).

(Signature Page Follows)

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IN WITNESS WHEREOF, the undersigned have each caused this Plan of Merger to be executed by its authorized officer as of the date first above written.

VOICEMAIL DIRECT USA LLC,
a Nevada limited liability company

By: 

Name: Eyal Yehezkel
Title: CEO

VOICEMAIL DIRECT USA LLC,
a Florida limited liability company

By: 

Name: Eyal Yehezkel
Title: CEO

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