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EXAMINER



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SECRETARY OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

B. KOHR

OCT - 4 2011

EXAMINER

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CORPDIIRECT AGENTS, INC. (formerly CCRS)
515 EAST PARK AVENUE
TALLAHASSEE, FL 32301
222-1173

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
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FILING COVER SHEET
ACCT. #FCA-14

CONTACT: Kim Weidenbach

DATE: 10/03/11

REF. #: 000928.155068

CORP. NAME: EMERGENCY COMMUNICATIONS NETWORK IPG LLC (FL) & CODE-ED LLC (FL) merging into: EMERGENCY COMMUNICATIONS NETWORK, LLC (DE)

- | | | |
|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION | <input type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME |
| <input type="checkbox"/> FOREIGN QUALIFICATION | <input type="checkbox"/> LIMITED PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY |
| <input type="checkbox"/> REINSTATEMENT | <input checked="" type="checkbox"/> MERGER | <input type="checkbox"/> WITHDRAWAL |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | | |
| <input type="checkbox"/> OTHER: | | |

STATE FEES PREPAID WITH CHECK# _____ **FOR \$ 75.00**

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

_____ **COST LIMIT: \$** _____

PLEASE RETURN:

- | | | |
|--|---|--|
| <input type="checkbox"/> CERTIFIED COPY | <input type="checkbox"/> CERTIFICATE OF GOOD STANDING | <input checked="" type="checkbox"/> PLAIN STAMPED COPY |
| <input type="checkbox"/> CERTIFICATE OF STATUS | | |

Examiner's Initials

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
11 OCT -3 AM 8:14

**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>
Emergency Communications Network IPG LLC	Florida	Limited liability company
Code-ED LLC	Florida	Limited liability company
LO8000080159		

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>
Emergency Communications Network, LLC	Delaware	Limited Liability Company

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.

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:

1209 Orange Street

Wilmington, DE 19801

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:

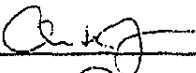


Street address: 9A Sunshine Boulevard

Ormond Beach, FL 32174

Mailing address: Same as above

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:
Emergency Communications Network, LLC		Christopher K. Jones, President of ECN Acquisition Company, sole member
Emergency Communications Network IPG LLC		Christopher K. Jones, President of ECN Acquisition Company, sole member
Code-ED LLC		Christopher K. Jones, President of ECN Acquisition Company, sole member

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:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

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

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>
Emergency Communications Network IPG LLC	Florida	Limited liability company
Code-ED LLC	Florida	Limited liability company

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>
Emergency Communications Network, LLC	Delaware	Limited Liability Company

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

See Exhibit A attached hereto

(Attach additional sheet 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 others securities of the survivor, in whole or in part, into cash or other property is as follows:

See Exhibit A attached hereto

(Attach additional sheet if necessary)

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

(Attach additional sheet if necessary)

FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

See Exhibit A attached hereto

(Attach additional sheet if necessary)

SIXTH: Other provisions, if any, relating to the merger are as follows:

See Exhibit A attached hereto

(Attach additional sheet if necessary)

EXHIBIT A

EXECUTION COPY

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement") is made and entered into as of October 3, 2011 by and among Emergency Communications Network, LLC, a Delaware limited liability company ("ECN"), Emergency Communications Network IPG LLC, a Florida limited liability company ("ECN IPG"), and Code-ED LLC, a Florida limited liability company ("Code-ED" and, together with ECN IPG, the "Subsidiaries").

WITNESSETH:

WHEREAS, the parties hereto desire to cause the Subsidiaries to merge with and into ECN;

WHEREAS, the managing member of ECN and each Subsidiary deem it advisable and in the best interests of their respective members that the Subsidiaries merge with and into ECN and that ECN continue as the surviving business entity, all on the terms set forth herein and in accordance with the laws of the State of Florida and the laws of the State of Delaware (the "Merger");

WHEREAS, the respective members of ECN and the Subsidiaries have unanimously approved this Agreement and the Merger; and

WHEREAS, the parties hereto have, by resolutions duly approved and adopted the provisions of the Merger Agreement, as the plan of merger required by (i) Section 608.438 of the Florida Limited Liability Company Act and (ii) Section 18-209 of the Delaware Limited Liability Company Act (the "Governing Laws").

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

**EFFECT OF THE MERGER; MANNER AND
BASIS OF CONVERTING AND CANCELING UNITS**

Section 1.1. At the Effective Time (as hereinafter defined), the Subsidiaries shall be merged with and into ECN, the separate existence of the Subsidiaries (except as may be continued by operation of law) shall cease, and ECN shall continue as the surviving business entity, all with the effects provided by applicable law. ECN, in its capacity as the surviving business entity of the Merger, is hereinafter sometimes referred to as the "Surviving Business Entity."

Section 1.2. At the Effective Time, all membership interests of the Subsidiaries issued and outstanding immediately prior to the Effective time shall, by virtue of the Merger and without any action by the Subsidiaries, ECN or any other person or entity, be canceled and no cash or securities or other property shall be payable to any person or entity in respect thereof.

Section 1.3. At the Effective Time, all membership interests of ECN issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action by the Subsidiaries, ECN, or any other person or entity, remain unaffected by the Merger.

Section 1.4. At and after the Effective Time, the Surviving Business Entity shall possess all the rights, privileges, immunities and franchises, of both a public and private nature, and be subject to all the duties and liabilities of ECN and the Subsidiaries; and all rights, privileges, immunities and all property, real, personal and mixed, and all debts due on whatever accounts, including subscriptions to shares or membership interests, and all other choses in action, and all and every other interest, of or belonging to ECN and the Subsidiaries shall be taken and deemed to be transferred to and vested in the Surviving Business Entity without further act or deed; and title to any real estate, or any interest therein, vested in ECN and the Subsidiaries shall not revert or be in any way impaired by reason of the Merger; and the Surviving Business Entity shall thenceforth be responsible and liable for all liabilities and obligations of ECN and the Subsidiaries and any claim existing or action or proceeding pending by or against ECN and the Subsidiaries may be prosecuted to judgment as if the Merger had not taken place or the Surviving Business Entity may be substituted in its place; all with the effect set forth in the Governing Laws. The authority of the officers of ECN and the Subsidiaries shall continue with respect to the due execution in the name of each respective company tax returns, instruments of transfer or conveyance and other documents where the execution thereof is required or convenient to comply with any provision of the Governing Laws or any contract to which ECN or the Subsidiaries was a party or this Merger Agreement.

Section 1.5. The name of the Surviving Business Entity shall be "Emergency Communications Network, LLC."

ARTICLE 2

EFFECTIVE TIME

Section 2.1. ECN shall cause (i) Articles of Merger and (ii) a Certificate of Merger to be executed and delivered for filing with the Secretaries of State of the States of Nevada and Delaware, respectively, all as provided in and in accordance with the Governing Laws (the "Certificates of Merger").

Section 2.2. The Merger shall become effective when the Articles of Merger are filed with the Secretary of State of the State of Nevada (the "Effective Time").

ARTICLE 3

CERTIFICATE OF FORMATION; LIMITED LIABILITY COMPANY AGREEMENT; MANAGING MEMBER

Section 3.1. The Certificate of Formation of ECN as in effect at the Effective Time shall govern the Surviving Business Entity.

Section 3.2. The Limited Liability Company Agreement of ECN as in effect at the Effective Time, subject to alteration, amendment or repeal from time to time by the managing member of the Surviving Business Entity, shall govern the Surviving Business Entity.

Section 3.3. The managing member of ECN immediately prior to the Effective Time shall be the managing member of the Surviving Business Entity.

ARTICLE 4

MISCELLANEOUS

Section 4.1. This Merger Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

Section 4.2. The internal law, not the law of conflicts, of the State of Florida will govern all questions concerning the construction, validity and interpretation of this Merger Agreement.

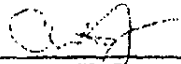
Section 4.3. This Merger Agreement is not intended to confer upon any person (other than the parties hereto and their respective successors and assigns) any rights or remedies hereunder or by reason hereof.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Merger Agreement to be signed by their respective officers thereunto duly authorized, all as of the day and year first written above.

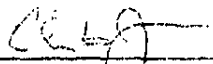
EMERGENCY COMMUNICATIONS
NETWORK, LLC,
a Delaware limited liability company

By: ECN Acquisition Company
Its: Sole Member

By: 
Name: Christopher K. Jones
Its: President


EMERGENCY COMMUNICATIONS
NETWORK IPG LLC,
a Florida limited liability company

By: ECN Acquisition Company
Its: Sole Member

By: 
Name: Christopher K. Jones
Its: President

CODE-ED LLC,
a Florida limited liability company

By: ECN Acquisition Company
Its: Sole Member

By: 
Name: Christopher K. Jones
Its: President