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## MERGER OR SHARE EXCHANGE

The Insight Connection, LLC

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**CERTIFICATE OF MERGER  
FOR  
FLORIDA LIMITED LIABILITY COMPANY**

The following Certificate of Merger is submitted to merge the following Florida limited liability company in accordance with section 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>   |
|------------------------------|---------------------|---------------------------|
| THE INSIGHT CONNECTION, INC. | Illinois            | Corporation               |
| THE INSIGHT CONNECTION, LLC  | Florida             | Limited Liability Company |

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

| <u>Name</u>                 | <u>Jurisdiction</u> | <u>Form/Entity Type</u>   |
|-----------------------------|---------------------|---------------------------|
| THE INSIGHT CONNECTION, LLC | Florida             | Limited Liability Company |

**THIRD:** The attached Agreement and Plan of Merger was approved by the domestic limited liability company that is a party to the merger in accordance with the applicable provisions of Chapter 608, Florida Statutes.

**FOURTH:** The attached Agreement and Plan of Merger was approved by the foreign corporation that is a party to the merger in accordance with the applicable laws of the State of Illinois.

**FIFTH:** The merger shall become effective as of the date the Certificate of Merger is filed with Florida Department of State.

**SIXTH:** Signatures for Each Party:

THE INSIGHT CONNECTION, INC.,  
an Illinois corporation

By:

  
Carolyn L. Burns, President

THE INSIGHT CONNECTION, LLC,  
a Florida limited liability company

By:

  
Carolyn L. Burns, Manager

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**AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** ("Agreement") is made and entered into as of the 3<sup>rd</sup> day of October, 2012, by and between **THE INSIGHT CONNECTION, INC.**, an Illinois corporation (the "Corporation"), and **THE INSIGHT CONNECTION, LLC**, a Florida limited liability company (the "LLC"). The Corporation and the LLC are sometimes referred to herein as the "Constituent Companies."

**WITNESSETH:**

**WHEREAS**, the Directors and the Shareholder of the Corporation and the Manager and the Member of the LLC have determined that it is advisable that the Corporation be merged with and into the LLC and have approved the merger on the terms and conditions hereinafter set forth in accordance with the applicable provisions of the laws of the State of Illinois and the State of Florida which permit such merger.

**NOW, THEREFORE**, in consideration of the premises, covenants and agreements herein contained, the parties agree as follows:

**ARTICLE I**  
**THE MERGER**

Section 1.1. Description of the Merger. As of the Effective Date (as defined in Article IV), the Corporation shall merge with and into the LLC (the "Merger") and the LLC shall continue as the surviving company (the "Surviving Company"), subject to the laws of the State of Florida. The Merger shall be pursuant to and shall have the effect provided for in the Illinois Business Corporation Act of 1983 (the "IL Act") and the Florida Limited Liability Company Act (the "FL Act," the IL Act and the FL Act may, as applicable, each be referred to herein as the "Act," and may be collectively referred to herein as the "Acts").

Section 1.2. Effect of the Merger. From and after the Effective Date:

(a) The LLC shall become the Surviving Company, and the separate existence of the Corporation shall cease, except to the extent provided by the Acts in the case of a corporation after its merger with and into a limited liability company;

(b) The Surviving Company shall possess all of the rights, privileges and powers, public and private, of each of the Constituent Companies, and all property, real, personal and mixed, and all debts due to any Constituent Company on whatever account. All interests of, belonging or due to, either of the Constituent Companies shall thereupon be deemed to be transferred to and vested in the Surviving

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Company without act or deed and no title to any real estate or any interest therein vested in either of the Constituent Companies shall revert or be in any way impaired by reason of the Merger;

(c) The Surviving Company shall be responsible for all debts, liabilities and obligations of each of the Constituent Companies and each claim existing and each action or proceeding pending by or against either of the Constituent Companies may be prosecuted as if the Merger had not taken place, and the Surviving Company may be substituted in the place of such Constituent Companies. No right of any creditor of either Constituent Company and no lien upon the property of either Constituent Company shall be impaired by the Merger.

(d) The name and address of the Manager of the Surviving Company is **CAROLYN L. BURNS**, 6614 Monterey Point, Naples, FL 34105.

## ARTICLE II. ARTICLES OF ORGANIZATION AND ARTICLES OF INCORPORATION OPERATING AGREEMENT AND BY-LAWS

Section 2.1. Articles of Organization and Articles of Incorporation. The Articles of Organization of the LLC, as in effect immediately prior to the Effective Date, shall be the Articles of Organization of the Surviving Company from and after the Effective Date. Such Articles of Organization shall continue in effect until amended, restated or repealed in accordance with applicable law and the Articles of Organization of the Surviving Company. The Articles of Incorporation of the Corporation shall terminate and be of no force or effect as of the Effective Date.

Section 2.2. Operating Agreement and By-Laws. The Operating Agreement of the LLC, as in effect immediately prior to the Effective Date, shall be the Operating Agreement of the Surviving Company from and after the Effective Date. Such Operating Agreement shall continue in effect until amended, restated or repealed in accordance with applicable law, the Articles of Organization and the Operating Agreement of the Surviving Company. The Bylaws of the Corporation shall terminate and be of no force or effect as of the Effective Date.

## ARTICLE III. MANNER AND BASIS OF CONVERTING SHARES

As of the Effective Date, pursuant to this Agreement and without any action on the part of any Shareholder of the Corporation or Member of the LLC, all of the issued and outstanding shares of the Corporation shall be converted into membership interests in the same percentage of ownership interests held in the LLC.

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#### **ARTICLE IV. EFFECTIVENESS OF MERGER**

If this Agreement is not terminated and abandoned pursuant to the provisions of Article V, then the following actions shall be taken to effect the Merger:

(i) The Articles of Merger shall be executed and filed with the Illinois Secretary of State and the Certificate of Merger shall be executed and filed with the Florida Department of State in accordance with the Acts; and

(ii) The Constituent Companies shall do all other acts and things as shall be necessary or desirable to effect the Merger.

The Merger shall become effective upon the filing of the Articles of Merger with the Illinois Secretary of State and the filing of the Certificate of Merger with the Florida Department of State (the "Effective Date").

#### **ARTICLE V. TERMINATION AND AMENDMENT**

Section 5.1. Termination. At any time prior to the Effective Date, this Agreement may be terminated and the Merger may be abandoned by the Directors of the Corporation or by the Manager of the LLC, notwithstanding approval of this Agreement by the Directors or Shareholder of the Corporation or the Manager or Member of the LLC. In the event of the termination and abandonment of this Agreement pursuant to the provisions of this Article, this Agreement shall become void and have no effect, without any liability on the part of either of the Constituent Companies, or its Shareholder or Member.

Section 5.2. Amendment. This Agreement may be amended, modified or supplemented by the Directors of the Corporation or the Manager of the LLC at any time prior to the Effective Date; provided that an amendment made following approval of this Agreement by the Directors of the Corporation or the Manager of the LLC shall not (i) alter or change the amount or kind of membership interests to be received, (ii) alter or change any term of the Articles of Organization of the Surviving Company to be effected by the Merger, or (iii) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the Shareholder of the Corporation or the Member of the LLC.

#### **ARTICLE VI. MISCELLANEOUS**

Section 6.1. Further Assurances. If, at any time after the Effective Date, the Surviving Company or its successors or assigns determines that any documentation,

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action or things are necessary or desirable to further carry out the purposes of this Agreement or to vest the Surviving Company with all right, title and interest in, to and under all of the assets, properties, rights, claims, privileges, immunities, powers, and authority of each of the Constituent Companies, the manager of the Surviving Company shall be authorized to execute and deliver, in the name and on behalf of any Constituent Company or otherwise, all such documentation, and to take and do, in the name and on behalf of any Constituent Company or otherwise, all such other actions and things.

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed by their respective duly authorized personnel all as of the date first written above.

**THE INSIGHT CONNECTION, INC.,**  
an Illinois corporation

By: 

Name: **CAROLYN L. BURNS**

Title: President

**THE INSIGHT CONNECTION, LLC,**  
a Florida limited liability company

By: 

Name: **CAROLYN L. BURNS**

Title: Manager