

Division of Corporations

Page 1 of 1

L13000001063

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

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To: Division of Corporations
Fax Number : (850) 617-6380

RE-SUBMIT

From: Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (850) 222-1092
Fax Number : (850) 878-5368

Please retain original filing
date of submission 10/9

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: _____

**MERGER OR SHARE EXCHANGE
TERREMARK NORTH AMERICA LLC**

Certificate of Status	0
Certified Copy	0
Page Count	09 10
Estimated Charge	\$60.00

EFFECTIVE DATE
10-9-14

14 OCT -9 AM 9:28
SECRETARY OF STATE
DIVISION OF CORPORATIONS

RECEIVED

14 OCT 13 AM 11:59

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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Corporate Filing Menu

Help

C. Lewis
10-14-14

10/10/2014 17:47:39 From: To: 8506176380

(2/10)

850-617-6381 10/10/2014 11:24:25 AM PAGE 1/001 Fax Server



October 10, 2014

FLORIDA DEPARTMENT OF STATE
Division of Corporations

TERREMARK NORTH AMERICA LLC
2 S. BISCAYNE BLVD., SUITE 2800
MIAMI, FL 33131

SUBJECT: TERREMARK NORTH AMERICA LLC
REF: L13000001063

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

Your effective date for the merger cannot be prior to the date of filing. We received your document on 10-09-14. The effective date has to be in the future. It can be up to 90 days in the future.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Carolyn Lewis
Regulatory Specialist II

FAX Aud. #: H14000237355
Letter Number: 714A00021744

RE-SUBMIT

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date of submission 10/9

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Trademark North America LLC

Name of Surviving Party

Please return all correspondence concerning this matter to:

Russell G. Wood, Jr.

Contact Person

Verizon

Firm/Company

22801 Loudoun County Parkway

Address

Ashburn, VA 20147

City, State and Zip Code

E-mail address: (to be used for future critical report notification)

For further information concerning this matter, please call:

Russell G. Wood, Jr.

Name of Contact Person

at 703

886-6050

Area Code and Daytime Telephone Number

☒ **Certified Copy (optional) \$8.75**

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

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DIVISION OF CORPORATIONS

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Articles of Merger
For
Florida Profit or Non-Profit Corporation
Into
Other Business Entity

EFFECTIVE DATE
10-9-14

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 605.1025, Florida Statutes.

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

Name	Jurisdiction	Form/Entity Type
<u>G 08513</u> Ternmark Realty, Inc.	Florida	Corporation
Ternmark North America LLC	Florida	LLC

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

Name	Jurisdiction	Form/Entity Type
<u>L13000001063</u> Ternmark North America LLC	Florida	LLC

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, 605, 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 no 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:

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

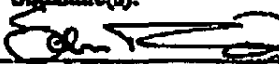
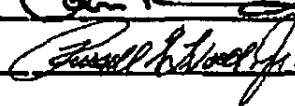
a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

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EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Terramark Realty, Inc.		John Townsend
Terramark North America LLC		Russell G. Wood, Jr.

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
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
Fees:	\$35.00 Per Party
Certified Copy (optional):	\$8.75

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DIVISION OF CORPORATIONS

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger, made and entered into as of this 9th day of October, 2014, is made by and between Terremark Realty, Inc., a Florida corporation (the "*Merging Company*"), and Terremark North America LLC, a Florida limited liability company (the "*Surviving Company*").

WITNESSETH

WHEREAS, each of the Merging Company and the Surviving Company desires that the Merging Company merge with and into the Surviving Company (the "*Merger*");

WHEREAS, the Merging Company caused its Certificate of Incorporation to be filed in the offices of the Secretary of State of the State of Florida on November 9, 1982;

WHEREAS, the Surviving Company caused its Articles of Organization to be filed in the office of the Secretary of State of the Florida on May 23, 2000; and

WHEREAS, the parties desire that the Merger provided for herein be a tax-free liquidation pursuant to Section 332 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and provisions hereinafter contained, the parties hereto do hereby agree as follows:

FIRST: The terms and conditions of the Merger are as follows:

(a) The Merger shall become effective at 11:59 pm (EST) on October 9, 2014 (the "*Effective Time*"); provided that prior thereto the following actions have been completed:

1. All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof; and
2. Executed Articles of Merger meeting the requirements of the Florida Business Corporation Act, shall have been filed with the Secretary of State of the State of Florida.

(b) At the Effective Time, the Merging Company shall be merged with and into the Surviving Company in accordance with provisions of the Florida Business Corporation Act, whereupon the separate existence of the Merging Company shall cease, and the Surviving Company shall be the corporation surviving the Merger.

(c) The Articles of Incorporation of the Surviving Company, as in effect at the Effective Time, shall continue in full force and effect as the Articles of Incorporation of the Surviving Company.

(d) The Limited Liability Company Agreement of the Surviving Company, as in effect at the Effective Time, shall be and remain the limited liability company agreement of the Surviving Company until the same shall be altered, amended or repealed as therein provided.

(e) The directors and officers of the Surviving Company as of the Effective Time shall be the directors and officers of the Surviving Company and shall continue in office for the terms provided by law or in the By-laws, or until their respective successors are elected and qualified.

(f) At the Effective Time, all property, rights, privileges, patents, trademarks, licenses, registration, and other assets of every kind and description of the Merging Company shall be transferred to, vested in and devolved upon the Surviving Company without further act or deed and all property, rights, and every other interest of the Merging Company and the Surviving Company, respectively, shall be as effectively the property of the Surviving Company as they were of the Merging Company and the Surviving Company, respectively. All rights of creditors of the Merging Company and all liens upon any property of the Merging Company shall be preserved unimpaired, and all debts, liabilities and duties of the Merging Company shall attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Company. At any time, or from time to time, after the Effective Time, the last acting officers of the Merging Company, or the corresponding officers of the Surviving Company, may, in the name of the Merging Company, execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Company may deem necessary or desirable in order to vest in and conform to the Surviving Company title to and possession of any property of the Merging Company acquired or to be acquired by reason of or as a result of the Merger herein provided for and otherwise to carry out the intents and purposes hereof, and the proper officers and directors of the Surviving Company are fully authorized in the name of the Merging Company or otherwise to take any and all such action.

(g) The Surviving Company hereby agrees that (i) it may be served with process in the State of Florida in any proceeding for the enforcement of any obligation of the Merging Company and in any proceeding for the enforcement of the appraisal rights of a member of the Merging Company entitled to vote; and (ii) it will promptly pay to members of the Merging Company the amount, if any, to which they shall be entitled pursuant to the laws of the State of Florida.

(h) The Merger shall be a tax-free liquidation pursuant to Section 332 of the Internal Revenue Code of 1986, as amended.

SECOND: The manner and basis of converting or exchanging the membership interests of the Merging Company into stock of the Surviving Company shall be as follows:

(a) The outstanding membership interests of the Merging Company shall not be converted in any manner, but each said interest which is outstanding immediately prior to the Effective Time shall be surrendered and extinguished.

THIRD: Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by the board of directors of either party at any time prior to the date of filing of the Articles of Merger with the Office of the Secretary of State of the State of Florida. This Agreement may be amended by the boards of directors of the constituent companies at any time prior to the date of filing of the the Articles of Merger with the Office of the Secretary of State of the State of Florida, provided that an amendment made subsequent to the adoption of this Agreement by the stockholders or members of either constituent entity shall not (a) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such constituent entity; (b) alter or change any term of the Articles of Incorporation of the Surviving Company to be effected by the Merger; or (c) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series thereof of such constituent entity.

FOURTH: (a) This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Florida.

(b) This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns, provided that this Agreement may not be assigned by operation of law or otherwise by any party without the prior written consent of the other party.

(c) This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated herein, and supersedes all prior agreements and understandings, whether written or oral, between the parties hereto with respect to the subject matter of this Agreement.

(d) The Merging Company and the Surviving Company each agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement the transactions contemplated by this Agreement.

(e) Venue for the adjudication of any claim or dispute arising out of this Agreement is proper only in the state or federal courts of the State of Florida, and all parties hereto hereby consent to such venue and agree that it is not inconvenient and not subject to review by any court other than such courts in Florida.

[signatures on following page]

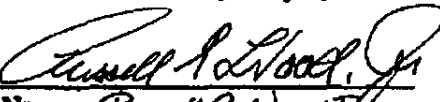
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IN WITNESS WHEREOF, the undersigned have executed this Agreement and Plan of Merger as of the date first set above.

"SURVIVING COMPANY"

TERREMARK NORTH AMERICA LLC
a Florida limited liability company

By: 
Name: *Russell G. Wood Jr.*
Title: *Assistant Secretary*

"MERGING COMPANY"

TERREMARK REALTY, INC.
a Florida corporation

By: 
Name: John Townsend
Title: