



THE UNITED STATES
CORPORATION
COMPANY

L95000000152

ACCOUNT NO. : 072100000032

REFERENCE : 903844 4811700

AUTHORIZATION : *Patricia Pigot*

COST LIMIT : \$ 50.00

ORDER DATE : November 17, 2000

ORDER TIME : 9:49 AM

ORDER NO. : 903844-005

CUSTOMER NO: 4811700

CUSTOMER: Martha Sherry, Legal Assistant
Skadden Arps Slate Meagher &
333 West Wacker Drive
Suite 2100
Chicago, IL 60606

ARTICLES OF MERGER

100003470281--0

NEW MEDIA STUDIO LLC

INTO :

NETROX LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XXX CERTIFIED COPY
XXX PLAIN STAMPED COPY

CONTACT PERSON: Harry B. Davis
EXAMINER'S INITIALS:

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

RECEIVED
00 NOV 20 AM 11:29

SECRETARY OF STATE

00 NOV 20 AM 9:00

FILED

APPROVED
AND
FILED

JB
11-21-00



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

November 20, 2000

CSC
HARRY B. DAVIS

SUBJECT: NEW MEDIA STUDIO, L.L.C.
Ref. Number: L99000007276

We have received your document for NEW MEDIA STUDIO, L.L.C. and the authorization to debit your account in the amount of \$50.00. However, the document has not been filed and is being returned for the following:

The articles of merger must state who the surviving entity is.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6025.

Trevor Brumbley
Document Specialist

Letter Number: 300A00059484

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AND
FILED
00 NOV 20 AM 9:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

NEW MEDIA STUDIO, L.L.C., a Florida entity L99000007276

into

NETROX, LLC, a Florida entity L95000000152

File date: November 20, 2000

Corporate Specialist: Trevor Brumbley

Account number: 072100000032 Amount charged: 50.00

ARTICLES OF MERGER
OF
NEW MEDIA STUDIO, L.L.C.
INTO
NETROX, LLC

Pursuant to Section 608.4382 of the
Florida Limited Liability Company Act

1. The name and state of formation of each of the limited liability companies participating in this merger are as follows:

<u>Name of Company</u>	<u>State</u>
New Media Studio, L.L.C. L99000007276	Florida
Netrox, LLC L9500000052	Florida

2. The Agreement and Plan of Merger is attached hereto.

3. The Agreement and Plan of Merger has been approved by each of the constituent limited liability companies in accordance with Section 608.4381(1) of the Florida Limited Liability Company Act.

4. The merger shall be effective as of the date of this filing.

4. (a) The surviving company shall be Netrox, LLC.

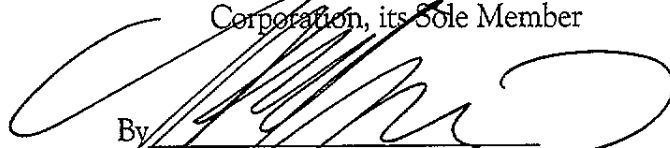
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

5. The undersigned limited liability companies have caused these articles to be signed by their duly authorized officers, each of whom certifies that the facts stated herein are true.

Dated: November 17, 2000

NETROX, LLC

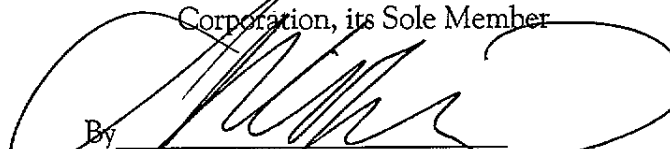
By: Allied Riser Communications
Corporation, its Sole Member

By: 
Name: Michael R. Carper
Title: Senior Vice President & General Counsel

Dated: November 17, 2000

NEW MEDIA STUDIO LLC

By: Allied Riser Communications
Corporation, its Sole Member

By: 
Name: Michael R. Carper
Title: Senior Vice President & General Counsel

APPROVED
AND
FILED
00 NOV 20 AM 9:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of November 10, 2000 by and among Netrox, LLC, a Florida limited liability company ("Netrox"), AND New Media Studio, L.L.C., a Florida limited liability company ("New Media").

Survivor

RECITALS

A. Each of Netrox and New Media is a limited liability company duly organized and existing under the laws of the State of Florida

B. The manager and sole member of each of Netrox and New Media believe it is in the best interests of each company and their respective member that New Media merge with and into Netrox upon the terms and conditions herein provided (the "Merger").

D. The manager and sole member of each of Netrox and New Media have approved this Agreement.

NOW, THEREFORE, in consideration of the covenants and promises set forth herein, and for other good and valuable consideration, intending to be legally bound hereby the parties agree as follows:

ARTICLE I

THE MERGER

1.1 The Merger. At the Effective Time (as defined in Section 1.2) and subject to and upon the terms and conditions of this Agreement and the applicable provisions of the Florida Limited Liability Act ("Florida Act"), New Media shall be merged with and into Netrox, the separate existence of New Media shall cease and Netrox shall continue as the surviving company. Netrox, as the surviving corporation after the Merger, is hereinafter sometimes referred to as the "Surviving Company".

1.2 Effective Time. The Merger shall become effective when Articles of Merger ("Articles of Merger") meeting the requirements of the Florida Act shall have been filed with the Secretary of State of the State of Florida (the time of acceptance by the Secretary of State of the State of Florida of such filing being referred to herein as the "Effective Time").

1.3 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the Florida Act. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, the separate existence of New Media shall cease and Netrox, as the Surviving Company, (i) shall continue to possess all of its assets, rights, power and property as constituted immediately prior to the Effective Time of the Merger, (ii) shall be subject to all actions previously taken by its and New Media's managers, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of New Media as more fully set forth in Section 608.4383 of the Florida Act, (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Time of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of New Media in the same manner as if Netrox had itself incurred them, all as more fully provided under the applicable provisions of the Florida Act.

1.4 Articles of Organization; Regulations.

(a) The Articles of Organization of Netrox, as in effect immediately prior to the Effective Time, shall be the Articles of Organization of the Surviving Company until thereafter amended as provided by law and such Articles of Organization.

(b) The Regulations of Netrox, as in effect immediately prior to the Effective Time, shall be the Regulations of the Surviving Corporation until thereafter amended.

1.5 Manager and Officers. The manager of Netrox immediately prior to the Effective Time shall be the initial manager of the Surviving Corporation, to hold office in accordance with the Articles of Organization and Regulations of the Surviving Corporation. The officers of Netrox immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation, each to hold office in accordance with the Regulations of the Surviving Corporation.

ARTICLE II

CANCELLATION OF NEW MEDIA INTERESTS

As of the Effective Time, by virtue of the Merger and without any action on the part of Netrox, each membership interest in New Media immediately prior to the Effective Time will be cancelled in consideration of the transfer of the assets of New Media to Netrox and Netrox's assumption of the liabilities and obligations of New Media.

ARTICLE III

GENERAL

3.1 Further Assurances. From time to time, as and when required by Netrox or by its successors or assigns, there shall be executed and delivered on behalf of New Media such deeds and other instruments, and there shall be taken or caused to be taken by Netrox and New Media such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Netrox the title to and possession of all of the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of New Media and otherwise to carry out the purposes of this Agreement, and the officers and manager of Netrox are fully authorized in the name and on behalf of New Media or otherwise to take any and all such action and to execute and to deliver any and all such deeds and other instruments.

3.2 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to the choice or conflict of law provisions contained therein.

3.3 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

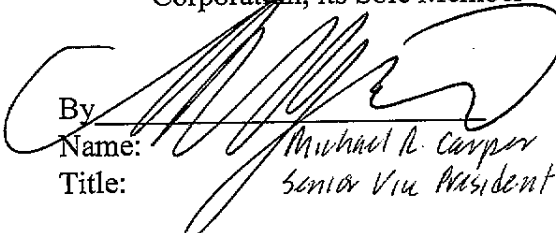
[Signature page follows.]

APPROVED
AND
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

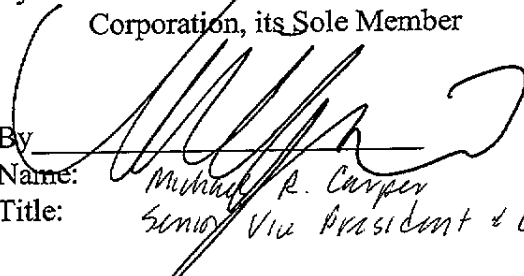
NETROX, LLC

By: Allied Riser Communications
Corporation, its Sole Member

By: 
Name: Michael R. Carper
Title: Senior Vice President & General Counsel

NEW MEDIA STUDIO, L.L.C.

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