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(Requestor's Name)

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(Business Entity Name)

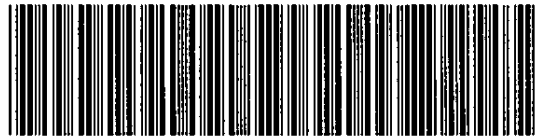
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TALLAHASSEE, FLORIDA

D. BRUCE

NOV 12 2009

EXAMINER

WOMBLE
CARLYLE
SANDRIDGE
& RICE
A PROFESSIONAL LIMITED
LIABILITY COMPANY

Fourth Floor
8065 Leesburg Pike
Tysons Corner, Virginia 22182-2738
Telephone: (703) 790-3310
Fax: (703) 790-2623
www.wcsr.com

Rosanne M. Labrozzi
Paralegal
Direct Dial: (703) 790-4685
Direct Fax: (703) 918-2245
E-mail: RLabrozzi@wcsr.com

November 9, 2009

BY FEDERAL EXPRESS

Florida Department of State
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Re: NDS Systems, L.C.

Dear Registration Section

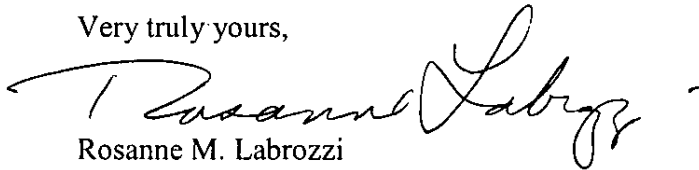
Please file the enclosed Certificate of Merger. Also enclosed is our check made payable to Florida Department of State in the amount of \$80.00 representing \$50.00 filing fee and \$30.00 certified copy fee.

Please return evidence of filing to me by Federal Express. I have enclosed a completed Federal Express label.

I request one certified copy of the filing.

Please call me if you have any questions.

Very truly yours,



Rosanne M. Labrozzi
Paralegal

Enclosure

cc: Grace Liu, Esq.

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TALLAHASSEE, FLORIDA

CERTIFICATE OF MERGER

OF

NDSI, LLC

WITH AND INTO

NDS SYSTEMS, L.C.

Pursuant to Section 608.4382 of the Florida Statutes, NDSi, LLC, a Florida limited liability company (the "Merging Company"), and NDS Systems, L.C., a Florida limited liability company (the "Surviving Company"), adopt on November 6, 2009 the following Certificate of Merger for the purpose of merging the Merging Company into the Surviving Company.

FIRST: The name of the Merging Company is NDSi, LLC, a Florida limited liability company.

L09000039845

SECOND: The name of the Surviving Company is NDS Systems, L.C., a Florida limited liability company.

L96000001353

THIRD: The Plan of Merger, attached hereto as Exhibit A, was approved by the Merging Company and the Surviving Company in accordance with the applicable provisions of Chapter 608 of the Florida Statutes.

FOURTH: The effective date of the merger provided for herein shall be the date on which this Certificate of Merger is filed with the Florida Department of State.

[Signatures Follow]

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TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, said limited liability companies have caused this certificate to be executed on the date first above written.

NDSI, LLC
(a Florida limited liability company)

By: Everest Business Solutions, Inc.,
in its capacity as a member

By: Prasad Alapati
Prasad Alapati, President

By: NDS Systems, L.C.,
in its capacity as a member

By: _____
Donald Voelkert, managing member

NDS SYSTEMS, L.C.
(a Florida limited liability company)

By: _____
Donald Voelkert, managing member

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TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, said limited liability companies have caused this certificate to be executed on the date first above written.

NDSI, LLC
(a Florida limited liability company)

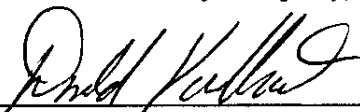
By: Everest Business Solutions, Inc.,
in its capacity as a member

By: _____
Prasad Alapati, President

By: NDS Systems, L.C.,
in its capacity as a member

By: 
Donald Voelkert, managing member

NDS SYSTEMS, L.C.
(a Florida limited liability company)

By: 
Donald Voelkert, managing member

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TALLAHASSEE, FLORIDA

Exhibit A

Plan of Merger

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TALLAHASSEE, FLORIDA

PLAN OF MERGER
OF
NDSI, LLC
(a Florida limited liability company)
WITH AND INTO
NDS SYSTEMS, L.C.
(a Florida limited liability company)

THIS PLAN OF MERGER (this "Plan") is entered into as of the 6th day of November, 2009 by and among NDSi, LLC, a limited liability company organized and existing under the laws of the State of Florida (the "Merging Company"), NDS Systems, L.C., a limited liability company organized and existing under the laws of the State of Florida (the "Surviving Company"), and Everest Business Solutions, Inc., a corporation organized and existing under the laws of the Commonwealth of Virginia (the "Parent Corporation").

RECITALS:

WHEREAS, the total membership interests which the Surviving Company has the authority to issue is one hundred percent (100%) of the membership interests of the Surviving Company (the "Surviving Membership Interests"), of which one hundred percent (100%) is outstanding and owned by Donald Voelkert, Graham Jones, Inc. and Jennifer Zimmerman;

WHEREAS, the total membership interests which the Merging Company has the authority to issue is one hundred percent (100%) of the membership interests of the Merging Company (the "Merging Membership Interests"), of which one hundred percent (100%) is outstanding;

WHEREAS, fifty percent (50%) of the Merging Membership Interests are held by the Surviving Company;

WHEREAS, fifty percent (50%) of the Merging Membership Interests are held by the Parent Corporation;

WHEREAS, the parties hereto have determined that it is in the best interests of the Merging Company and the Surviving Company to merge the Merging Company with and into the Surviving Company pursuant and subject to the terms and conditions hereof; and

WHEREAS, simultaneously with the execution of this Plan, the Surviving Company is filing in the Department of State of Florida a certificate of merger (the "Certificate of Merger") pursuant to Section 4382 of the Florida Limited Liability Company Act.

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TALLAHASSEE, FL

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and mutual promises herein made, and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Effective Time. The merger shall become effective immediately upon the filing of the Certificate of Merger in the Department of State of Florida (the "Effective Time").

2. Merger. At the Effective Time, the Merging Company shall be merged with and into the Surviving Company and the Surviving Company shall be the surviving entity.

3. Conversion of Securities. The manner and basis of converting the equity securities of each of the parties hereto into different securities or other consideration and the treatment of any equity securities of the parties hereto not to be so converted or exchanged at the Effective Time shall be as follows:

(a) Membership Interests of Merging Company.

(i) Each percentage of the Merging Membership Interests held by the Parent Corporation which is outstanding at the Effective Time shall be exchanged for, and automatically converted into, the right to receive one percent (1%) of the Surviving Membership Interests.

(ii) Each percentage of the Merging Membership Interests held by the Surviving Company which is outstanding at the Effective Time shall be exchanged for, and automatically converted into, the right to receive one dollar (\$1.00).

(b) Membership Interests of the Surviving Company.

(i) Each Surviving Membership Interest which is outstanding at the Effective Time shall remain outstanding.

(iii) At the Effective Time after giving effect to the merger provided for herein, each of the individuals or entities below shall own the percentage of the Surviving Membership Interests indicated directly opposite his, her or its name:

<u>Member</u>	<u>Percentage Interest</u>
Everest Business Solutions, Inc.	50.00%
Donald Voelkert	23.75%
Graham Jones, Inc.	23.75%
Jennifer Zimmerman	2.50%

4. Effects. At the Effective Time, all property, rights, privileges, franchises, patents, trademarks, licenses, registrations, and other assets of every kind and description of the Merging

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TALLAHASSEE, FLORIDA

Company shall be transferred to, vested in and devolved upon the Surviving Company, without any further act or deed being required, and all property, rights, and every other interest of the Merging Company and the Surviving Company shall be as effectively the property of the Surviving Company as they were of the Merging Company and the Surviving Company. The Merging Company hereby agrees from time to time, as and when requested by the Surviving Company or by its successors or assigns, to 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 actions as the Surviving Company may deem necessary or desirable in order to (a) vest in, and confirm 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 (b) otherwise carry out the intent and purposes hereof, and the authorized persons of the Merging Company and the authorized persons of the Surviving Company are fully authorized in the name of the Merging Company, or otherwise, to take any and all such actions. At the Effective Time, the separate existence of the Merging Company shall cease and the Surviving Company shall continue in existence and shall assume the liabilities and obligations of the Merging Company pursuant to the provisions of the Florida Limited Liability Company Act.

5. Articles of Organization. At the Effective Time, the Articles of Organization of the Surviving Company in effect immediately prior to the Effective Time shall be the Articles of Organization of the Surviving Company and the name of the Surviving Company shall remain unchanged and shall be "NDS Systems, L.C."

6. Representations of Surviving Company. The Surviving Company hereby represents and warrants to the Parent Corporation the following matters.

(a) Organization, Good Standing, Power and Qualification. The Surviving Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida and has all requisite limited liability company power and authority to carry on its business as currently conducted and as proposed to be conducted. The Surviving Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on the business, assets (including intangible assets), liabilities, financial condition, property, prospects or results of operations of the Surviving Company ("Material Adverse Effect").

(b) Authorization, Binding Agreement. The Surviving Company has the requisite power and authority to execute and deliver this Plan, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Plan by the Surviving Company and the Surviving Company's consummation of the transactions contemplated hereby, have been duly authorized by all requisite action of the Surviving Company. This Agreement, when executed and delivered by the Surviving Company, shall constitute a valid and legally binding obligation of the Surviving Company, enforceable against the Surviving Company in accordance with its respective terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(c) Compliance with Laws. The Surviving Company has complied with all

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CLERK OF COUNTY OF ALACHUA
TALLAHASSEE, FL 32301

laws, statutes, rules, regulations, ordinances, codes, directives, writs, injunctions, settlements, permits, licenses, decrees, judgments and orders of any governmental authority applicable to the Surviving Company, its business, the Surviving Membership Interests or the Surviving Company's assets.

(d) Title to and Sufficiency of Assets. The Surviving Company has good and marketable title to all of its assets free and clear of all liens. The Surviving Company's assets constitute all of the assets, rights and properties that are used in the operation of the Surviving Company's business as it is currently conducted. Immediately following the Effective Time, all of the Surviving Company's assets will be owned, leased or available for use by the Surviving Company on terms and conditions substantially identical to those under which, immediately prior to the Effective Time, the Surviving Company owns, leases, uses or holds available for use such assets.

(e) Intellectual Property. The Surviving Company owns or is licensed to use all patents, patent rights, trademarks, trade names, service marks, copyrights, intellectual property, technology, know-how and processes necessary for the conduct of its business as currently conducted.

(f) No Material Adverse Change. The Surviving Company has not suffered any damage, destruction or loss, and no event or condition has occurred or exists, which has resulted or could result in a Material Adverse Effect.

(g) Litigation. There are no actions, suits, proceedings or governmental investigations pending or threatened against the Surviving Company.

(h) Tax Returns. The Surviving Company has filed all returns and reports that are required to be filed by it in connection with any federal, state or local tax, duty or charge levied, assessed or imposed upon it or its property or withheld by it, including unemployment, social security and similar taxes, and all taxes have been either paid or adequate reserve or other provision has been made therefore.

(i) Disclosure. No representations or warranties by the Surviving Company in this Plan (i) contain or will contain any untrue statement of a material fact, or (ii) omit or will omit to state, when read in conjunction with all of the information contained in this Plan, any fact necessary to make the statements or facts contained therein not misleading. There is no fact which the Surviving Company has not disclosed to the Parent Corporation which could reasonably be expected to have or cause a Material Adverse Effect.

[Signatures Follow]

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TALLAHASSEE, FLORIDA

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

NDSI, LLC

By: Everest Business Solutions, Inc.,
in its capacity as a member

By: Prasad Alapati
Prasad Alapati, President

By: NDS Systems, L.C.,
in its capacity as a member

By: _____
Donald Voelkert, managing member

NDS SYSTEMS, L.C.

By: _____
Donald Voelkert, managing member

EVEREST BUSINESS SOLUTIONS, INC.

By: Prasad Alapati
Prasad Alapati, President

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TALLAHASSEE, FLORIDA

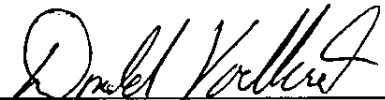
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NDSI, LLC

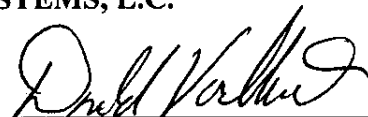
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By: _____
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in its capacity as a member

By: 
Donald Voelkert, managing member

NDS SYSTEMS, L.C.

By: 
Donald Voelkert, managing member

EVEREST BUSINESS SOLUTIONS, INC.

By: _____
Prasad Alapati, President

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