

CT CORPORATION

L 98000002321

CORPORATION(S) NAME

@Brint.Com L.L.C.A23

into:

Brint Institute, LLC

02 MAY 31 PM 12:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

- | | | |
|--|---|---|
| <input type="checkbox"/> Profit | <input type="checkbox"/> Amendment | <input checked="" type="checkbox"/> Merger |
| <input type="checkbox"/> Nonprofit | | |
| <input type="checkbox"/> Foreign | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark |
| | <input type="checkbox"/> Reinstatement | |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Annual Report | <input type="checkbox"/> Other |
| <input type="checkbox"/> LLC | <input type="checkbox"/> Name Registration | <input type="checkbox"/> Change of RA |
| | <input type="checkbox"/> Fictitious Name | <input type="checkbox"/> UCC |
| <input checked="" type="checkbox"/> Certified Copy | <input type="checkbox"/> Photocopies | <input type="checkbox"/> CUS |
| <input type="checkbox"/> Call When Ready | <input type="checkbox"/> Call If Problem | <input type="checkbox"/> After 4:30 |
| <input checked="" type="checkbox"/> Walk In | <input type="checkbox"/> Will Wait | <input checked="" type="checkbox"/> Pick Up |
| <input type="checkbox"/> Mail Out | | |

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*Have A Great
Week-End!*

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

A CCH LEGAL INFORMATION SERVICES COMPANY

ARTICLES OF MERGER
Merger Sheet

MERGING:

@BRINT.COM L.L.C. A FLORIDA ENTITY

INTO

BRINT INSTITUTE, LLC. entity not qualified in Florida

File date: May 31, 2002

Corporate Specialist: Agnes Lunt

**ARTICLES OF MERGER
OF
@BRINT.COM L.L.C.
INTO
BRINT INSTITUTE, LLC**

UNDER SECTION 608.4382 OF THE LIMITED LIABILITY COMPANY ACT

The undersigned, being the members of @Brint.com L.L.C., and BRINT Institute, LLC, state that:

1. The names, addresses, jurisdictions of formation or organization and other identifying information of each of the parties to the merger are as follows:

| <u>Name</u> | <u>Jurisdiction and Applicable Numbers</u> |
|--|---|
| @Brint.com L.L.C. (formerly @Brint L.L.C.) 5100 Highbridge Street Suite 53D Fayetteville, New York 13066 Document Number FEI Number | Florida L98000002321 650877160 |
| BRINT Institute, LLC 5100 Highbridge Street Suite 53D Fayetteville, New York 13066 | New York |

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TALLAHASSEE, FLORIDA

2. The name, address and jurisdiction of formation or organization of the surviving entity are as follows:

| <u>Name</u> | <u>Jurisdiction</u> |
|--|---------------------|
| BRINT Institute, LLC 5100 Highbridge Street Suite 53D Fayetteville, New York 13066 | New York |

3. The Plan of Merger is attached to these Articles and meets the requirements of Section 608.438 of the Limited Liability Company Act, and was approved by @Brint.com L.L.C. in accordance with Section 608 of the Limited Liability Company Act.

4. The Plan of Merger attached to these Articles of Merger meets the requirements of and was approved in accordance with the laws of the State of New York, the jurisdiction of BRINT Institute, LLC.

5. BRINT Institute, LLC hereby appoints the Florida Secretary of State as its agent for substitute service of process in accordance with Section 608.4382 of the Limited Liability Company Act, in any proceeding to enforce any obligation or rights of any dissenting members of each party to the merger.

6. BRINT Institute, LLC agrees to promptly pay the dissenting members of @Brint.com L.L.C. the amount, if any, to which they are entitled under Sections 608.4384 of the Limited Liability Company Act.

7. The merger is permitted under the laws of all applicable jurisdictions and is not prohibited by any agreements or articles of organization of the constitute entities.

8. The merger shall be effective upon the filing of these Articles of Merger with the Department of State of Florida.

9. These Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

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IN WITNESS WHEREOF, we have signed this Certificate of Merger on May 30, 2002, and affirm under the penalties of perjury that the statements contained in this Certificate are true.

@Brint.com L.L.C.

By: Yogesh Malhotra
Yogesh Malhotra

By: Meenakshi Malhotra
Meenakshi Malhotra

BRINT Institute, LLC

By: Yogesh Malhotra
Yogesh Malhotra

By: Meenakshi Malhotra
Meenakshi Malhotra

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CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA

Agreement and Plan of Merger

Between

@Brint.com L.L.C.

&

BRINT Institute, LLC

Dated as of May 30, 2002

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TALLAHASSEE, FLORIDA

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") dated this 30th day of May, 2002, is entered into between @Brint.com L.L.C., a Florida limited liability company registered to do business in New York ("@Brint") and BRINT Institute, LLC, a New York limited liability company ("BRINT Institute"), pursuant to Section 1001 *et. seq.* of the Limited Liability Law of New York (the "LLC Law") and Section 608.438 *et. seq.* of the Limited Liability Company Act of Florida (the "Act").

RECITALS

WHEREAS, the members of @Brint are the same members of BRINT Institute (the "Members") and such members own the same percentage interest in each such entity;

WHEREAS, both parties have filed elections to be classified as corporations for federal income tax purposes;

WHEREAS, Members desire to merge @Brint into BRINT Institute (the "Merger") pursuant to the terms set forth below;

WHEREAS, the parties desire that for tax purposes the Merger be a Merger under Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, Section 1001 *et. seq.* of the LLC Law and Section 608.438 *et. seq.* of the Act authorize the Merger.

NOW, THEREFORE, the constituent entities, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained do hereby prescribe the terms and conditions of the Merger and mode of carrying the same into effect as follows:

Section 1 Incorporation of Recitals. The parties hereto hereby incorporate the above recitals as if they were set forth herein.

Section 2 Merger. @Brint hereby merges into BRINT Institute, which shall be the surviving entity.

Section 3 Articles of Organization, BRINT Institute. The Articles of Organization of BRINT Institute, as in effect on the date of the Merger, shall continue in full force and effect as the Articles of Organization of BRINT Institute after the Merger.

Section 4 Converting Membership Interests, @Brint. All of the Members' membership interests in @Brint, existing on the effective date of the Merger, and all rights in respect thereof, shall forthwith be changed and converted into membership interests in BRINT Institute on a one for one basis. After the Merger, Yogesh Malhotra shall have a 90% membership interest and Meenakshi Malhotra shall have a 10% membership interest in BRINT Institute.

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Section 5 Terms and Conditions. The terms and conditions of the Merger are as follows:

(a) *Surrender of @Brint Membership Interest.* All of the Members shall surrender their @Brint membership interest in exchange for an equivalent membership interest in BRINT Institute.

(b) *Operating Agreement of BRINT Institute.* The Operating Agreement of BRINT Institute to be entered into by the Members shall be the Operating Agreement of BRINT Institute until the same shall be altered, amended or repealed as provided therein.

(c) *Effective Date of the Merger.* The Merger shall become effective upon filing with the Department of State of New York and the Department of State of Florida the Certificate of Merger of @Brint.com L.L.C. into BRINT Institute, LLC and the Articles of Merger of @Brint.com L.L.C. into BRINT Institute, LLC, respectively.

(d) *Transfer of Property, Rights and Privileges.* Upon the Merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations, and other assets of every kind and description of @Brint shall be transferred to, vested in and devolve upon BRINT Institute without further act or deed and all property, rights, and every other interest of @Brint shall be the property of BRINT Institute. @Brint hereby agrees from time to time, as and when requested by BRINT Institute or by its successors or assignees, 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 action BRINT Institute may deem necessary or desirable in order to (1) vest in and confirm to BRINT Institute title to and possession of any property of @Brint and (2) carry out the intent and purposes of this Agreement.

(e) *Service of Process.* BRINT Institute may be served with process in the State of New York in any proceeding for enforcement of any obligation of @Brint as well as for enforcement of any obligation of BRINT Institute arising from the Merger; and it does hereby irrevocably appoint the Secretary of State of New York as its agent to accept service of process in any such suit or other proceeding. The principle business address of BRINT Institute to which a copy of such process shall be mailed by the Secretary of State of New York is P.O. Box 35140, Syracuse, New York 13235 until BRINT Institute shall have hereafter designated in writing to the said Secretary of State a different address for such purpose.

(f) *Designation of Secretary of State.* The Secretary of State of New York has been designated as the agent of BRINT Institute upon whom process against it may be served. The post office address to which the New York Secretary of State shall mail a copy of any process against BRINT Institute served upon him or her is P.O. Box 35140, Syracuse, New York 13235.

(g) *Classification of the Merger.* For tax purposes, the Merger shall be classified as a merger under Section 368(a)(1)(F) of the Code.

Section 6 Termination and Amendment. Notwithstanding anything contained in this Agreement to the contrary, this Agreement may be terminated and abandoned by either party at

any time prior to the date of filing the Certificate of Merger with the Department of State of New York or the Articles of Merger the Department of State of Florida. This Agreement may be amended by the unanimous agreement of the parties at any time prior to the date of filing the Certificate of Merger with the Department of State of New York or the Articles of Merger with the Department of State of Florida, provided that an amendment made subsequent to the adoption of this Agreement by the parties shall not alter or change any term of the Articles of Organization of BRINT Institute to be effected by the merger.

IN WITNESS WHEREOF, pursuant to the approval and authority duly given by resolutions adopted by all of the Members of @Brint and BRINT Institute, the parties to this Agreement and Plan of Merger have caused this Agreement to be executed by the Members, on the date first set forth above.

@Brint.com L.L.C.

By: Yogesh Malhotra
Yogesh Malhotra

By: M. Malhotra
Meenakshi Malhotra

BRINT Institute, LLC

By: Yogesh Malhotra
Yogesh Malhotra

By: M. Malhotra
Meenakshi Malhotra

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