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ARTICLES OF MERGER

OF

CLOUDSWITCH, INC.

with and into

TERREMARK NORTH AMERICA, INC.

EFFECTIVE DATE
July 1, 2012

Effective Date: July 1, 2012

Pursuant to and in accordance with the provisions of Section 607.1109 of the Florida Business Corporation Act (the "FBCA"), Cloudswitch, Inc., a Delaware corporation ("Cloudswitch"), and Terremark North America, Inc., a Florida corporation ("TNA"), do hereby adopt these Articles of Merger (these "Articles") for the purpose of merging Cloudswitch with and into TNA, with TNA surviving the merger (the "Merger").

1. Plan of Merger. That certain Agreement and Plan of Merger (the "Plan"), dated June 29, 2012, is attached hereto as Exhibit A.
2. Approval of Plan. the Plan was approved: (i) by TNA in accordance with the applicable provisions of the FBCA; and (ii) by Cloudswitch in accordance with the applicable laws of the State of Delaware.
3. Effective Date. The effective date of the Merger shall be July 1, 2012.
4. Counterparts; Facsimile Signatures. These Articles may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one document. Facsimile or other electronically scanned and transmitted signatures shall be deemed originals for all purposes of these Articles.

[signature page follows]

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IN WITNESS WHEREOF, the undersigned have executed these Articles as of the date first set forth above.

TERREMARK NORTH AMERICA, INC.

By: 
Name: Nelson Fonseca
Title: President

CLOUDSWITCH, INC.

By: _____
Name: _____
Title: _____

Signature Page to Articles of Merger

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IN WITNESS WHEREOF, the undersigned have executed these Articles as of the date first set forth above.

TERREMARK NORTH AMERICA, INC.

By: _____
Name: Nelson Fonseca
Title: President

CLOUDSWITCH, INC.

By: Ellen Rubin
Name: Ellen Rubin
Title: Co-Founder + Treasurer

Signature Page to Articles of Merger

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EXHIBIT A
[AGREEMENT AND PLAN OF MERGER]

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Plan"), dated as of June 29, 2012, is by and between Cloudswitch, Inc., a Delaware corporation ("Cloudswitch"), and Terremark North America, Inc., a Florida corporation ("TNA").

WHEREAS, each of Cloudswitch and TNA is an indirect wholly owned subsidiary of Terremark Worldwide, Inc., a Delaware corporation ("Terremark"); and

WHEREAS, TNA owns 100% of the issued and outstanding capital stock of Cloudswitch; and

WHEREAS, in connection with the internal reorganization of certain of Terremark's subsidiaries, the parties hereto desire to effect the merger of Cloudswitch with and into TNA (the "Merger") with TNA as the surviving corporation (the "Surviving Corporation"); and

WHEREAS, the Board of Directors of TNA deems it in the best interest of TNA that it adopt and approve this Plan; and

WHEREAS, it is intended that (i) the Merger, together with Contribution 2 as described in the Contribution Agreement, effective July 1, 2012, by and between Terremark Worldwide Inc., Terremark Data Center Inc., and TNA (the Agreement") will qualify as a tax-free reorganization under Section 368 (a)(1)(D) of the United States Internal Revenue Code of 1986, as amended, and (ii) the Plan and the Agreement, taken together, shall constitute a plan of reorganization for purposes of section 368(a)(1)(D) of this Code.

NOW, THEREFORE, in consideration for their mutual promises and intending to be legally bound hereby, the undersigned parties agree as follows:

1. Constituent Entities. TNA together with its wholly owned subsidiary, Cloudswitch (together, the "Constituent Entities"). shall be parties to the Merger.

2. Terms and Conditions of Merger. Pursuant to the applicable provisions of the Florida Business Corporation Act (the "FBCA") and the Delaware General Corporation Law (the "DGCL"): (A) Cloudswitch shall merge with and into the Surviving Corporation; and (B) effective on July 1, 2012 (the "Effective Time"), following the filing of Articles of Merger with the Department of State of the State of Florida and a Certificate of Ownership and Merger with the Secretary of State of the State of Delaware, the separate existence of Cloudswitch shall cease, and the Surviving Corporation shall continue to exist in accordance with the applicable provisions of the FBCA and the DGCL.

3. Conversion of Capital Stock. At the Effective Time, by virtue of the Merger and without any action by any party hereto, all issued and outstanding capital stock of Cloudswitch shall be cancelled.

4. Short-Form Merger. Shareholders of Cloudswitch who, except for the applicability of Section 607.1104 of the FBCA, would be entitled to vote and who dissent from the Merger pursuant to Section 607.1321 of the FBCA, may be entitled, if they comply with the

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provisions of the FBCA regarding appraisal rights, to be paid the fair value of their shares. For the avoidance of doubt, it is acknowledged that TNA is the sole shareholder of Cloudswitch.

5. **Effect of Merger.** At the Effective Time, the Surviving Corporation shall possess all the assets of every description, and every interest in the assets, wherever located, and the rights, privileges, immunities, powers, franchises and authority, of a public as well as a private nature, of Cloudswitch, and all obligations belonging to or due to Cloudswitch shall be vested in the Surviving Corporation without further act or deed. The Surviving Corporation shall be liable for all the obligations of Cloudswitch; any claim existing or action or proceeding pending by or against Cloudswitch may be prosecuted to judgment, with right of appeal, as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place; and all the rights of creditors of Cloudswitch shall be preserved unimpaired.

6. **Officers.** The officers of the Surviving Corporation in office immediately preceding the Effective Time shall continue as the officers of the Surviving Corporation, all of whom shall hold their offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the articles of incorporation and bylaws of the Surviving Corporation.

[signature page follows]

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IN WITNESS WHEREOF, the undersigned have executed this Plan as of the date first set forth above:

CLOUDSWITCH, INC.

By: Ellen Rubin
Name: Ellen Rubin
Title: Co-Founder + Treasurer

TERREMARK NORTH AMERICA, INC.

By: _____
Name: _____
Title: _____

Signature Page to Agreement and Plan of Merger

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IN WITNESS WHEREOF, the undersigned have executed this Plan as of the date first set forth above:

CLOUDSWITCH, INC.

By: _____
Name: _____
Title: _____

TERREMARK NORTH AMERICA, INC.

By:  _____
Name: Nelson Fonseca
Title: President