

P98000049/21
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Corporation(s) Name

FSA Puerto Rico, Inc.

Merging into

FSA Network, Inc.

☐ Profit
☐ Nonprofit

☐ Amendment

☒ Merger

☐ Foreign
☐ LLC

☐ Dissolution
☐ Withdrawal

☐ Mark

☐ Limited Partnership
☐ Reinstatement
☐ UCC ☐ 1 or ☐ 3

☐ UBR
☐ Fictitious Name

☐ Other
☐ Ch. RA

FILED
00 DEC 26 PM 3:46
TALLAHASSEE, FL
STATE OF FLORIDA
SECRETARY OF STATE

***Special Instructions**

☒ Certified Copy
() arts/ameds/mergers () Other-See Above

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Carol Clark

Thank You!

ADR
12/26/00

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DIVISION OF CORPORATION

ARTICLES OF MERGER
Merger Sheet

MERGING:

FSA PUERTO RICO, INC., a Florida corporation P98000049121

INTO

FSA NETWORK, INC.. a Delaware corporation not qualified in Florida

File date: December 26, 2000, effective January 1, 2001

Corporate Specialist: Annette Ramsey

EFFECTIVE DATE
1/1/01
ARTICLES OF MERGER

OF
FSA PUERTO RICO, INC.
(a Florida corporation)

AND
FSA NETWORK, INC.
(a Delaware corporation)

FILED
00 DEC 26 PM 3:46
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

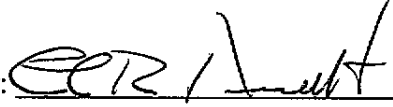
The following articles of merger are submitted in accordance with the provisions of the Florida Business Corporation Act.

1. The name and jurisdiction of the surviving corporation is FSA Network, Inc., a Delaware corporation ("FSA Delaware") and its principal offices are located at 1545 Northpark Drive, Weston, Florida 33326.
2. The name and jurisdiction of the merging corporation is FSA Puerto Rico, Inc., a Florida corporation ("FSA Florida").
3. Attached hereto as Annex A is the Agreement and Plan of Merger dated December 22, 2000 pursuant to which FSA Florida is merging with and into FSA Delaware.
4. The merger shall become effective at 12:01 a.m. on January 1, 2001, which is not more than 90 days from the date of filing these articles of merger.
5. The Agreement and Plan of Merger was approved and adopted by the board of directors of FSA Delaware on December 22, 2000 and stockholder approval was not required under the laws of the State of Delaware.
6. The Agreement and Plan of Merger was approved and adopted by the board of directors and shareholders of FSA Florida on December 22, 2000 in accordance with the Florida Business Corporation Act.
7. The surviving corporation hereby appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or rights of dissenting shareholders of FSA Florida in connection with the merger.
8. The surviving corporation agrees to promptly pay to the dissenting shareholders of FSA Florida in connection with the merger the amount, if any, to which they are entitled under section 607.1302 of the Florida Business Corporation Act.

9. The articles of merger comply and were executed in accordance with the laws of each constituent party's applicable jurisdiction of organization.

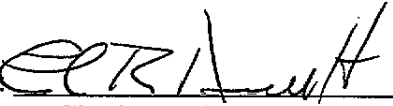
Executed on December 22, 2000.

FSA PUERTO RICO, INC.,
a Florida corporation

By: _____

Name: Charles R. Annett
Title: President

FSA NETWORK, INC.,
a Delaware corporation

By: _____

Name: Charles R. Annett
Title: President

ANNEX A

Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of December 22, 2000 is entered into by and between FSA Puerto Rico, Inc., a Florida corporation ("FSA Florida") and FSA Network, Inc., a Delaware corporation ("FSA Delaware").

WITNESSETH:

WHEREAS, FSA Florida is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, FSA Delaware is a corporation duly organized and existing under the laws of the State of Delaware; and

WHEREAS, the Board of Directors of each of FSA Florida and FSA Delaware have determined that it is advisable and in the best interests of each of such corporations that FSA Florida merge with and into FSA Delaware (the "Merger") upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, the Board of Directors of each of FSA Florida and FSA Delaware have, by resolutions duly adopted, approved this Agreement and the Merger contemplated hereby; and

WHEREAS, the shareholders of FSA Florida have, by resolutions duly adopted, approved this Agreement and the Merger contemplated hereby.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, FSA Florida and FSA Delaware hereby agree as follows:

1. Capitalization. The authorized capital stock of FSA Florida consists of 1,000 shares of common stock, no par value, of which 500 shares are issued and outstanding. The authorized capital stock of FSA Delaware consists of 10,000,000 shares of common stock, par value \$.001 per share, and 2,000,000 shares of preferred stock, par value \$.001 per share, of which no shares of capital stock are issued and outstanding.

2. Merger. On the Effective Time (as hereinafter defined), in accordance with the provisions of Sections 251 and 252 of the General Corporation Law of the State of Delaware, Sections 607.1101 and 607.1107 of the Florida Business Corporation Act and Section 368 of the Internal Revenue Code of 1986, as amended (the "Code"), FSA Florida shall be merged with and into FSA Delaware (which shall be sometimes referred to hereinafter as the "Surviving Corporation"), upon the terms and conditions set forth in the subsequent provisions of this Agreement (the "Merger").

3. Effective Time of Merger. As soon as practicable following the date of execution hereof, FSA Delaware and FSA Florida will cause (i) the Certificate of Merger along with any

other required document to be filed with the Office of the Secretary of State of Delaware pursuant to Sections 251 and 252 of the General Corporation Law of the State of Delaware, and (ii) the Articles of Merger along with any other required document to be filed with the Office of the Secretary of State of Florida pursuant to Section 607.1105 of the Florida Business Corporation Act. The Merger shall become effective at 12:01 a.m. on January 1, 2001. The date and time at which the Merger becomes effective shall be the "Effective Time" referred to in this Agreement.

4. Governing Documents; Officers and Directors. The Certificate of Incorporation of FSA Delaware, from and after the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws. The Bylaws of FSA Delaware, from and after the Effective Time, shall be the Bylaws of the Surviving Corporation without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws. The members of the Board of Directors and the officers of FSA Delaware immediately prior to the Effective Time shall be the members of the Board of Directors and the officers of the Surviving Corporation from and after the Effective Time, until their respective successors have been duly elected and qualified, unless they earlier die, resign or are removed.

5. Succession. At the Effective Time, the separate corporate existence of FSA Florida shall cease, and the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public and private nature of FSA Florida; and all property, real, personal and mixed, and all debts due to FSA Florida on whatever account, as well as for share subscriptions as all other things in action belonging to FSA Florida, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every interest of FSA Florida shall be thereafter the property and interest of the Surviving Corporation as they were of FSA Florida, and the title to any real estate vested by deed or otherwise in FSA Florida shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of FSA Florida shall be preserved unimpaired, and all debts, liabilities and duties of FSA Florida shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of FSA Florida, its shareholders, Board of Directors, officers and agents which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to FSA Florida.

6. Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of FSA Florida such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and

possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of FSA Florida, and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of FSA Florida or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

7. Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof:

(1) each share of the common stock, no par value per share (the "FSA Florida Common Stock") of FSA Florida outstanding immediately prior to the Effective Time shall be changed and converted into one thousand forty-two (1,042) fully paid and non-assessable shares of common stock, par value \$.001 per share (the "Surviving Corporation Common Stock") of the Surviving Corporation; and

(2) as of the Effective Time, the Surviving Corporation hereby assumes all obligations under any and all employee benefit plans of FSA Florida in effect as of the Effective Time or with respect to which employee rights or accrued benefits are outstanding as of the Effective Time.

8. Dissenting Shares. Holders of Dissenting Shares (as defined below), if any, will be entitled to appraisal rights under Section 607.1302 of the Florida Business Corporation Act with respect to such Dissenting Shares and such Dissenting Shares will not be converted into shares of the Surviving Corporation Common Stock in the Merger; provided, however, that nothing in this Section 8 is intended to remove, release, waive, alter or affect any of the conditions to FSA Florida's and the Surviving Corporation's obligations to consummate the Merger as set forth in the Agreement. Shares of FSA Florida that are outstanding immediately prior to the Effective Time of the Merger and with respect to which dissenting shareholders' rights of appraisal under the Florida Business Corporation Act have either (a) not been properly exercised and perfected or (b) with the consent of the Surviving Corporation, been withdrawn, will, when such dissenting shareholders' rights can no longer be legally exercised under the Florida Business Corporation Act, be converted into shares of the Surviving Corporation as provided in Section 7(1). The shareholders of FSA Delaware who, except for Section 607.1103 of the Florida Business Corporation Act, would have been entitled to vote and who dissent pursuant to Section 607.1320 may be entitled, if they comply with the provisions of the Florida Business Corporation Act regarding the rights of dissenting shareholders, to be paid the fair value for their shares. "Dissenting Shares" means any shares of FSA Florida capital stock that (i) are outstanding immediately prior to the Effective Time and (ii) with respect to which dissenters' rights to obtain payment for such dissenting shares in accordance with Section 607.1320 of the Florida Business Corporation Act have been duly and properly exercised and perfected in connection with the Merger.

9. Stock Certificates. As of and after the Effective Time, all of the outstanding certificates which, immediately prior to the Effective Time, represented shares of FSA Florida Common Stock shall be deemed for all purposes to evidence ownership of, and to represent, shares of Surviving Corporation Common Stock into which the shares of FSA Florida Common Stock formerly represented by such certificates, have been converted as herein provided. The registered owner on the books and records of the Surviving Corporation or its transfer agents of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to the Surviving Corporation or its transfer agents, have and be entitled to exercise any voting and other rights with respect to, and to receive any dividends and other distributions upon, the shares of Surviving Corporation Common Stock evidenced by such outstanding certificate as above provided.

10. Shareholder Approval. This Agreement has been approved by FSA Florida under Section 607.1103 of the Florida Business Corporation Act by the shareholders of FSA Florida representing a majority of all the votes entitled to be cast on the Agreement. In accordance with Section 251 and 252 of the General Corporation Law of the State of Delaware, this Agreement has been approved by the directors of FSA Delaware. No shares of capital stock of FSA Delaware were issued prior to the adoption by the board of directors of the resolution approving the Agreement and as a result, approval of the Agreement by the stockholders of FSA Delaware was not required under Delaware law.

11. Amendment. To the full extent permitted by applicable law, this Agreement may be amended, modified or supplemented by written agreement of the parties hereto, after approval of the shareholders of the constituent corporations and at any time prior to the Effective Time with respect to any of the terms contained herein.

12. Termination. At any time before the Effective Time of the Merger, this Agreement may be terminated, and the Merger may be abandoned for any reason whatsoever by the Board of Directors of FSA Delaware or FSA Florida, by the adoption of appropriate resolutions and written notification thereof to the other party to the Merger, notwithstanding the approval of this Agreement by the stockholders of FSA Florida. In the event of the termination of this Agreement and the abandonment of the Merger pursuant to the provisions of this section, this Agreement shall become void and have no effect, without any liability on the part of either of the constituent corporations or their respective officers, directors, or shareholders in respect thereof.

13. Florida Appointment. FSA Delaware hereby agrees that it may be served with process in the State of Florida in any action or special proceeding for enforcement of any liability or obligation of FSA Florida or FSA Delaware arising from the Merger. FSA Delaware appoints the Secretary of State of the State of Florida as its agent to accept service of process in any such suit or other proceeding and a copy of such process shall be mailed by the Secretary of State of Florida to FSA Delaware at 1545 Northpark Drive, Weston, Florida 33326.

14. Certain Tax Matters. The transactions described in this Agreement are an integral part of a single, integrated transaction in which FSA Delaware is acquiring certain property in exchange for stock of FSA Delaware representing "control" of FSA Delaware within the meaning of section 368(c) of the Code. FSA Delaware will not take any action that would prevent the transaction described in this Agreement from being treated for federal income tax purposes as a tax free reorganization to which section 368 of the Code applies.

15. Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in two or more counterparts, each of which shall be deemed to be an original and the same agreement.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to principles of conflicts of laws except to the extent the merger provisions of the Florida Business Corporation Act are required to apply.

IN WITNESS WHEREOF, FSA Florida and FSA Delaware have caused this Agreement to be executed and delivered by their respective duly authorized officers as of the date first above written.

FSA PUERTO RICO, INC.,
a Florida corporation

By: /s/ Charles R. Annett
Name: Charles R. Annett
Title: President

FSA NETWORK, INC.
a Delaware corporation

By: /s/ Charles R. Annett
Name: Charles R. Annett
Title: President and
Chief Executive Officer