

P99000048283

Document Number Only

SECRETARY OF STATE  
DIVISION OF CORPORATIONS

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660 East Jefferson Street  
Tallahassee, FL 32301  
850-222-1092

EFFECTIVE DATE

12/31/01

Corporation(s) Name

Terra Networks USA, Inc

into:

Terra Networks USA, LLC

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-12/31/01--01009--002  
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- Profit  Amendment  Merger
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- LLC
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- Reinstatement  Reservation  Ch. RA
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Today Please

Please Return Extra  
Copies File Stamped  
To:  
Melanie Strickland

Thank You!

To: Brenda Tadlock

FF \$60.00

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December 28, 2001

Ms. Brenda Tadlock  
Florida Department of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Re: Terra Networks USA, Inc.**  
**1201 Brickell Avenue, Suite 700**  
**Miami, FL 33131**  
**Florida Document/Registration: P99000048283**

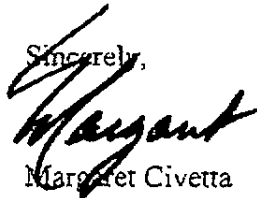
Dear Brenda:

Attached please find the Certificate of Merger and Agreement and Plan of Merger in connection with the merger of Terra Networks USA, Inc., a Florida Corporation (the "Non-Surviving Corporation"), with and into Terra Networks USA, LLC, a Delaware limited liability company (the "Surviving Company"). Both the Non-Surviving Corporation and the Surviving Company are wholly owned subsidiaries of Lycos, Inc., a Virginia corporation. The Surviving Company is a newly formed limited liability company and will be applying for registration to transact business in Florida following the merger.

As mentioned, the originals will be sent to you shortly. Please do not hesitate to contact me at 212-294-2605 if you have any questions or comments.

With renewed thanks for all of your assistance and best wishes for the New Year,

Sincerely,



Margaret Civetta

ARTICLES OF MERGER  
Merger Sheet

-----  
MERGING:

TERRA NETWORKS USA, INC., A FLA. CORP. (P99000048283)

INTO

**TERRA NETWORKS USA, LLC**, entity not qualified in Florida.

File date: December 28, 2001, effective December 31, 2001

Corporate Specialist: Brenda Tadlock

CERTIFICATE OF MERGER  
of  
TERRA NETWORKS USA, INC.  
(a Florida corporation)  
into  
TERRA NETWORKS USA, LLC  
(a Delaware limited liability company) NR

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Pursuant to Sections 607.1108 and 607.1109 of the Florida Business Corporation Act  
and  
Section 18-209 of the Delaware Limited Liability Company Act

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It is hereby certified that:

FIRST: The name of the non-surviving corporation is Terra Networks USA, Inc. (the "Non-Surviving Corporation"), a corporation incorporated under the laws of the State of Florida.

SECOND: The name of the surviving company is Terra Networks USA, LLC (the "Surviving Company"), a limited liability company organized under the laws of the State of Delaware.

THIRD: An agreement and plan of merger setting forth the business reasons for, and the terms and conditions of, the merger (the "Agreement and Plan of Merger") has been approved, adopted and executed (1) by the Non-Surviving Corporation in accordance with Section 607.1108 of the Florida Business Corporation Act, and (2) by the Surviving Company in accordance with Section 18-209(b) of the Delaware Limited Liability Company Act.

FOURTH: The Certificate of Formation of the Surviving Company, as in effect immediately prior to the date of filing this Certificate of Merger with the Secretary of State of Delaware, shall be the Certificate of Formation of the Surviving Company until thereafter amended as provided by law and such Certificate of Formation. The Limited Liability Company Agreement of the Surviving Company, as in effect immediately prior to the date of the filing of this Certificate of Merger with the Secretary of State of Delaware, shall be the Limited Liability Company Agreement of the Surviving Company until thereafter amended in accordance therewith.

FIFTH: The Surviving Company hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders of the Non-Surviving Corporation.

SIXTH: The Surviving Company agrees to pay the dissenting shareholders of the Non-Surviving Corporation the amount, if any, to which they are entitled under Section 607.1302, Florida Statutes.

SEVENTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the regulations or articles of organization of any limited liability company that is a party to the merger.

EIGHTH: The executed Agreement and Plan of Merger is on file at the principal place of business of the Surviving Company; the address of said principal place of business is as follows: 400-2 Totten Pond Road, Waltham, MA 02451.

NINTH: A copy of the Agreement and Plan of Merger will be furnished by the Surviving Company, on request and without cost, to any shareholder of the Non-Surviving Corporation and to any member of the Surviving Company.

TENTH: The merger shall become effective at the close of business on December 31, 2001.

ELEVENTH: This Certificate of Merger may be executed in one or more counterparts (including by facsimile 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 parties.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Certificate of Merger is hereby executed this 28<sup>th</sup> day of December, 2001.

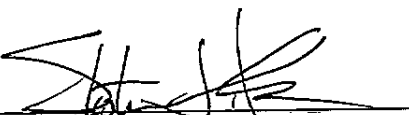
TERRA NETWORKS USA, INC.

By: \_\_\_\_\_

Name:

Title:

TERRA NETWORKS USA, LLC

By:  \_\_\_\_\_

Name: STEPHEN KILLEEN

Title: PRESIDENT

IN WITNESS WHEREOF, this Certificate of Merger is hereby executed this 28<sup>th</sup> day of December, 2001.

TERRA NETWORKS USA, INC.

By: 

Name: ANTONIO GARCIA URGELES  
Title: PRESIDENT

TERRA NETWORKS USA, LLC

By: \_\_\_\_\_

Name:

Title:

THE ATTACHED PLAN OF MERGER, WHICH WAS ADOPTED AND APPROVED BY EACH PARTY TO THE MERGER IN ACCORDANCE WITH SECTION 607.1108 OF THE FLORIDA BUSINESS CORPORATION ACT AND SECTION 18-209 OF THE DELAWARE LIMITED LIABILITY COMPANY ACT, IS BEING SUBMITTED IN ACCORDANCE WITH SECTION 607.1108 OF THE FLORIDA BUSINESS CORPORATION ACT



AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, is entered into as of the 28<sup>th</sup> day of December, 2001 (this "Agreement"), by and between Terra Networks USA, Inc., a Florida corporation (the "Merging Corporation"), and Terra Networks USA, LLC, a Delaware limited liability company (the "Company").

WHEREAS, Terra Networks, S.A. ("TN-SA") operated Internet portals in the United States through its subsidiaries; and

WHEREAS, TN-SA intended to combine all of its Internet service operations and management in the United States under a single corporate entity most conducive for future business operations; and

WHEREAS, in order to effect the combination, Terra Networks Asociadas Extranjeras, S.A., a wholly owned subsidiary of TN-SA, sold its shares in the Merging Corporation to TN-SA, giving TN-SA one hundred percent (100%) ownership of the Merging Corporation; and

WHEREAS, TN-SA contributed its shares in the Merging Corporation to Lycos, Inc., a Virginia corporation and a wholly owned subsidiary of TN-SA ("Lycos"), in exchange for shares in Lycos; and

WHEREAS, Lycos had formed the Company solely for the purpose of its plan of reorganization and will treat the LLC as a disregarded entity for federal income tax purposes; and

WHEREAS, as part of the plan with TN-SA's contribution of its stock to Lycos, each of the Board of Directors of the Merging Corporation and Lycos, the sole member of the Company, have adopted resolutions in accordance with the Florida Business Corporation Act (the "FBCA") and the Delaware Limited Liability Company Act (the "DLLCA") approving this Agreement, and deems it advisable and in the best interests of their respective companies and shareholder or member, as the case may be, to consummate the merger of the Merging Corporation with and into the Company (the "Merger") upon the terms and subject to the conditions set forth herein; and

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WHEREAS, simultaneously at the Effective Time (as hereinafter defined) (i) all of the shares of the Merging Corporation's capital stock issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive one hundred percent (100%) of the membership interests of the Company upon surrender of the certificate(s) representing such shares; (ii) all such shares of the Corporation's capital stock shall cease to have any rights with respect thereto, except the right to receive one hundred percent (100%) of the membership interests of the Company to be paid in consideration therefor upon surrender of such certificate(s); and (iii) each membership interest of the Company outstanding immediately prior to the Effective Time shall be cancelled and retired, and no payment shall be made with respect thereto; and

WHEREAS, the parties intend that the events described above constitute a plan or reorganization within the meaning of section 368 of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the parties intend that the events described above qualify as a reorganization within the meaning of section 368(a)(1) of the Internal Revenue Code of 1986, as amended, and intend to report the transaction in accordance with such rules.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual representations, warranties, covenants and agreements contained in this Agreement, and intending to be legally bound, the parties agree as follows:

SECTION 1. THE MERGER. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the FBCA and the DLLCA, the Merging Corporation shall be merged with and into the Company at the Effective Time. Upon the Effective Time, the separate existence of the Merging Corporation shall cease, and the Company shall continue as the surviving company.

SECTION 2. EFFECTIVE TIME. Upon the filing of the Certificate of Merger with the Secretary of State of Delaware, the Merger shall become effective at the close of business on December 31, 2001 (the "Effective Time").

SECTION 3. EFFECTS OF THE MERGER. The Merger shall have the effects set forth in Section 607.11101 of the FBCA and Section 18-209 of the DLLCA. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the

properties, rights, privileges, powers and franchises of the Company, which shall continue as the surviving company, and the Merging Corporation shall vest in the Company, and all debts, liabilities and duties of the Company and the Merging Corporation shall become the debts, liabilities and duties of the Company.

**SECTION 4. CERTIFICATE OF FORMATION; LIMITED LIABILITY COMPANY AGREEMENT.**

(a) The Certificate of Formation of the Company, as in effect immediately prior to the Merger, shall be the Certificate of Formation of the Company and shall continue in full force and effect until further amended and changed in the manner prescribed by the provisions of the DLLCA.

(b) The Limited Liability Company Agreement of the Company as in effect at the Effective Time shall be, from and after the Effective Time, the Limited Liability Company Agreement of the Company and shall continue in full force and effect until further amended and changed in the manner prescribed by the provisions of the DLLCA.

**SECTION 5. MANAGEMENT OF COMPANY.** Management of the Company shall be vested in its sole member.

**SECTION 6. CONSIDERATION; CONVERSION OF SHARES.** Simultaneously, at the Effective Time (i) all of the shares of the Merging Corporation's capital stock issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive one hundred percent (100%) of the membership interests of the Company upon surrender of the certificate(s) representing such shares; (ii) all such shares of the Corporation's capital stock shall cease to have any rights with respect thereto, except the right to receive one hundred percent (100%) of the membership interests of the Company to be paid in consideration therefor upon surrender of such certificate(s); and (iii) each membership interest of the Company outstanding immediately prior to the Effective Time shall be cancelled and retired, and no payment shall be made with respect thereto.

**SECTION 7. TERMINATION.** This Agreement may be terminated, and the Merger abandoned, at any time prior to the Effective Time, before or after approval of the shareholders, by mutual written agreement of the Merging Corporation and the Company.

**SECTION 8. MODIFICATION OR AMENDMENT.** At any time prior to the Effective Time, the parties hereto may, by written agreement, make any modification or amendment of this Agreement.

**SECTION 9. COUNTERPARTS.** This Agreement may be executed in one or more counterparts (including by facsimile 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 parties.

SECTION 10. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

IN WITNESS WHEREOF, the undersigned, pursuant to the approval and authority duly given by resolutions unanimously adopted by the Board of Directors of the Merging Corporation and the consent of the sole member of the Company have caused this Agreement to be executed by their respective representatives as the respective act, deed and agreement of the Merging Corporation and the Company as of the 28<sup>th</sup> day of December, 2001 and state that the facts contained herein are true.

TERRA NETWORKS USA, INC.

By: \_\_\_\_\_

Name:

Title:

TERRA NETWORKS USA, LLC

By:  \_\_\_\_\_

Name: STEPHEN KILLIP

Title: PRESIDENT

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 parties.

SECTION 10. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

IN WITNESS WHEREOF, the undersigned, pursuant to the approval and authority duly given by resolutions unanimously adopted by the Board of Directors of the Merging Corporation and the consent of the sole member of the Company have caused this Agreement to be executed by their respective representatives as the respective act, deed and agreement of the Merging Corporation and the Company as of the 28<sup>th</sup> day of December, 2001 and state that the facts contained herein are true.

TERRA NETWORKS USA, INC

By: \_\_\_\_\_

Name: ANTONIO GARCIA URBELES  
Title: PRESIDENT

TERRA NETWORKS USA, LLC

By: \_\_\_\_\_

Name:  
Title: