

FROM: H K LLP

FAX 3066 4079988500

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contact

Suzanne Clemen
407-244-5269

MERGER OR SHARE EXCHANGE

AI Insight, Inc.

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ARTICLES OF MERGER
between
AI INSIGHT, INC.
and
MIZEN ACQUISITION, INC.

Pursuant to Section 607.1105 of the Florida Business Corporation Act ("FBCA"), Mizzen Acquisition, Inc., a Florida corporation (the "Merger Sub") and AI Insight, Inc., a Florida corporation (the "Company"), hereby adopt the following Articles of Merger for the purpose of effecting the merger of the Merger Sub into the Company (the "Merger"), with the Company as the surviving corporation following the Merger.

ARTICLE I

The Plan of Merger for the Merger of the Merger Sub into the Company is attached hereto as Exhibit A and incorporated herein by this reference.

ARTICLE II

The Merger shall become effective at 11:59 p.m. (Eastern Standard Time) on December 28, 2007 (the "Effective Time").

ARTICLE III

The Plan of Merger, which is part of an Agreement and Plan of Merger, was adopted by the Board of Directors of the Company on December 20, 2007, and approved by written consent of the shareholders of the Company on December 20, 2007. The Plan of Merger was adopted by the Board of Directors of the Merger Sub on December 19, 2007, and approved by the written consent of the sole shareholder of the Merger Sub on December 19, 2007.

ARTICLE IV

This document may be executed in counterparts (each of which shall be deemed to be an original but all of which taken together shall constitute one and the same document).

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FROM: H K LLP

FAX NO.: 4074258500

12-28-07 01:22P P.03

IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be executed as of this 28th day of December 2007.

AI INSIGHT, INC.

By: 
Name: Steven Epstein
Title: Chief Executive officer

MIZEN ACQUISITION, INC.

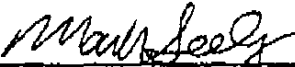
By: 
Name: Mark Seely
Title: President

EXHIBIT A

**PLAN OF MERGER
BETWEEN
AI INSIGHT, INC.
AND
MIZEN ACQUISITION, INC.**

- (a) The name of each corporation planning to merge is:
- (i) The name of the surviving corporation is AI Insight, Inc. (the "Company"); and
 - (ii) The name of the merging corporation is Mizen Acquisition, Inc. (the "Merger Sub").
- (b) In accordance with the Florida Business Corporation Act ("FBCA"), effective as of the Effective Time (as defined below), Merger Sub shall be merged with and into the Company (the "Merger"). The Company shall be the corporation surviving the Merger (the "Surviving Corporation"), and the separate existence of Merger Sub shall cease as of the Effective Time. The Merger shall become effective at 11:59 p.m. (Eastern Standard Time) on December 28, 2007 (the "Effective Time").
- (c) The general terms and conditions of the Merger are as follows:
- The Merger shall have the effects set forth herein and in the applicable provisions of the FBCA. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, the Surviving Corporation shall ultimately succeed to all rights, privileges, immunities, powers, franchises, authority, and real and other property of the Company and Merger Sub. The Surviving Corporation shall thereafter be responsible and liable for all obligations of the Company and Merger Sub, and neither the rights of the creditors nor any liens on the property of the Company or Merger Sub shall be impaired by the Merger.
- (d) The manner and basis of converting the shares of each corporation shall be as follows:
- At the Effective Time, by virtue of the Merger and without any action on the part of the Shareholder thereof:
- (i) Each Preferred Share shall be cancelled and converted into the right to receive, in cash, an amount equal to the Preferred Consideration.
 - (ii) Each Common Share shall be cancelled and converted into the right to receive, in cash, an amount equal to a Pro Rata Share of the Adjusted Net Merger Consideration and the Additional Merger Consideration.

(iii) Each share of the Merger Sub's capital stock outstanding immediately prior to the Effective Time shall be cancelled and converted into one fully paid and nonassessable share of capital stock of the Surviving Corporation, which share shall be registered in the name of and beneficially owned by the Parent.

(e) At the Effective Time, the articles of incorporation of Merger Sub, as in effect immediately prior to the Effective Time, shall thereafter be the articles of incorporation of the Surviving Corporation; provided, however, that at the Effective Time, Article 1 of the articles of incorporation of the Surviving Corporation shall be amended to read as follows:

"ARTICLE I.

The name of the Corporation is AI Insight, Inc."

(f) The by-laws of Merger Sub, as in effect immediately prior to the Effective Time, shall thereafter be the by-laws of the Surviving Corporation until thereafter amended as provided therein or by applicable law.

(g) The directors and officers of Merger Sub immediately prior to the Effective Time shall be the initial directors and officers of the Surviving Corporation, each to hold office in accordance with the articles of incorporation and by-laws of the Surviving Corporation, in each case until their respective successors are duly elected or appointed and qualified.

(h) A copy of the Agreement and Plan of Merger dated as of December 20, 2007 by and among the Parent, the Company and Merger Sub (the "Merger Agreement") was sent to each shareholder of the Company on or about December 21, 2007.

(i) Unless otherwise defined herein, capitalized terms used in this Plan of Merger shall have the following meanings:

"Abbott Payment in Lieu of Options" means \$750,000 to be paid to Swati Abbott by the Parent on behalf of the Company.

"Additional Merger Consideration" means the amounts in the Escrow Fund available for distribution to Holders in accordance with Section 7.7 of the Merger Agreement and the Escrow Agreement.

"Adjusted Net Merger Consideration" means the Net Merger Consideration, plus the sum of the Option Exercise Prices of all Company Options outstanding immediately prior to the Effective Time.

"Class A Common Stock" means 10,000,000 authorized shares of the Company's Class A Common Stock, without par value.

"Class A Preferred Stock" means 1,000,000 authorized shares of the Company's Class A Preferred Stock, without par value.

"Class B Common Stock" means 1,500,000 authorized shares of the Company's Class B Common Stock, without par value.

"Closing" means the closing under the Merger Agreement.

"Closing Date" means the day following the later of (i) the approval of the Merger Agreement by the Shareholders, and (ii) the satisfaction of all other conditions to Closing as set forth in Article 5 and Article 6 of the Merger Agreement, or at such other time or date as may be mutually agreed by the parties.

"Common Share" means a share of the Company's Class A Common Stock, without par value, or Class B Common Stock, without par value, outstanding immediately prior to the Effective Time (collectively the "Common Shares").

"Common Share Equivalent" means a share of the Company's Class B Common Stock issuable pursuant to the exercise of a Company Option (collectively, the "Common Share Equivalents").

"Company Financial Advisor Fees" means all amounts owed by the Company to the Company's Financial Advisor.

"Company Legal Fees" means all fees, costs and expenses incurred by the Company to Holland & Knight LLP, Akerman Senterfitt and Porter Wright Morris & Arthur LLP in connection with the preparation and execution and consummation of the Merger Agreement and its attachments, schedules and exhibits, and related due diligence, or otherwise related to the preparation for and consummation of the Merger.

"Company Options" means the outstanding options to purchase Class B Common Stock pursuant to the Company's 1998 Nonqualified Stock Option Plan and the MEDai, Inc. 2001 Stock Option Plan.

"Company's Financial Advisor" means Ansley Securities LLC.

"Escrow Agent" means Wilmington Trust Company.

"Escrow Agreement" means an escrow agreement dated December 28, 2007 by and among Parent, the Company, the Holder Representative and the Escrow Agent.

"Escrow Amount" means an amount equal to Five Million Dollars (\$5,000,000).

"Escrow Fund" as means the Escrow Amount deposited with the Escrow Agent, together with all interest accrued thereon.

"GAAP" means United States generally accepted accounting principles consistently applied.

"Holder" means a record holder of certificates for Shares or Company Options immediately prior to the Effective Time.

"Holder Representative" means Steven Epstein.

"Indebtedness" means, in each case, an amount outstanding immediately prior to Closing, with respect to the Company and the Subsidiary, including (i) all obligations for borrowed money, (ii) all obligations arising from loans provided to the Company by related parties, including, without limitation, shareholders and employees, (iii) all obligations evidenced by bonds, debentures, notes or other similar instruments, (iv) all obligations to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business and payment obligations to Oracle Credit Corporation and its assignees, (v) all obligations to reimburse any bank or other person or entity in respect of amounts payable under a banker's acceptance, (vi) all obligations to reimburse any bank or other person or entity in respect of amounts which are available to be drawn or have been drawn under a letter of credit, line of credit agreement or similar instrument, (vii) all Indebtedness of others secured by a Lien on any asset of the Company, (viii) all Indebtedness of others guaranteed by the Company, (ix) all obligations of the Company, if any, with respect to interest rate protection agreements, foreign currency exchange agreements or other hedging agreements (valued as the termination value thereof computed in accordance with a method approved by the International Swap Dealers Association and agreed to by the Company in the applicable hedging agreement, if any), (x) all obligations of the Company under any synthetic lease, tax retention operating lease, asset securitization, off-balance sheet loan or similar off-balance sheet financing product where such transaction is considered borrowed money indebtedness for tax purposes but is not classified as indebtedness under GAAP, and (xi) all amounts owed to Holland & Knight LLP other than the Company Legal Fees (the "Prior Transaction Fees"). For the avoidance of doubt, indebtedness shall not include deferred government grants to the extent they are not repayable in any circumstance (other than as a result of the Merger), deferred income taxes or deferred revenues related to customer contracts.

"Liens" means all mortgages, liens, restrictions, security interests, leases and other claims and interests, pledges, charges or encumbrances.

"Merger Consideration" means Thirty-Five Million Dollars (\$35,000,000), less the amount of any Company Legal Fees paid by the Company prior to the Closing.

"Net Merger Consideration" means the Merger Consideration remaining after the payments of:

- (i) The Escrow Amount;
- (ii) The Company Financial Advisor Fees;
- (iii) The Company Legal Fees;
- (iv) Any Indebtedness of the Company;
- (v) The Unpaid Vacation Amount;

- (vi) The Abbott Payment in Lieu of Options; and
- (vii) The Preferred Consideration.

"Option Exercise Price" means the exercise price per share for each Common Share Equivalent.

"Parent" means Elsevier Inc., a New York corporation.

"Preferred Consideration" means one hundred dollars (\$100.00) per Preferred Share.

"Preferred Share" means a share of the Company's Class A Preferred Stock, without par value, outstanding immediately prior to the Effective Time (collectively the "Preferred Shares").

"Pro Rata Share" means, with respect to each Holder, a fraction, the numerator of which is the number of Common Shares and/or Common Share Equivalents held by such Holder, and the denominator of which shall be the aggregate number of Common Shares and Common Share Equivalents outstanding immediately prior to the Effective Time.

"Shareholder" means a Holder of Shares.

"Shares" means the Common Shares or Preferred Shares.

"Subsidiary" means MEDai, Inc., a Florida corporation.

"Unpaid Vacation Amount" means an amount set forth in the Closing Funds Flow Statement delivered pursuant to Section 1.5(i) of the Merger Agreement to be paid by the Parent on behalf of the Company at or promptly following Closing.