

JH6369
Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H10000277818 3)))



H100002778183ABC1

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 617-6380

From:

Account Name : CORPDIRECT AGENTS, INC.
Account Number : 110450000714
Phone : (850) 222-1173
Fax Number : (850) 224-1640

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

**MERGER OR SHARE EXCHANGE
MODIS, INC.**

Certificate of Status	0
Certified Copy	0
Page Count	05
Estimated Charge	\$155.00

RECEIVED DATE
12/29/10

*Originally rec'd
12/29/10*

100 off

H10000277818 3

Articles of Merger
of
AJILON LLC
a Delaware Limited Liability Company
of
IDEA.COM, INC.
a Delaware Limited Liability Company
of
MODIS/COMPUTER ACTION, INC.
a Florida corporation
of
SOLIANCE, LLC
a Delaware Limited Liability Company
Into
MODIS, INC.
a Florida corporation

10 DEC 29 PM 3:51
SECRETARY OF STATE
DIVISION OF CORPORATIONS

EFFECTIVE DATE
1/1/11

The following Articles of Merger are submitted to merge the following Florida Profit Corporation in accordance with Florida Statutes 607.1109

FIRST: The exact names, jurisdictions and entity type for each merging party are as follows:

MODIS, INC.	Florida	Business corporation	JH6369
AJILON LLC	Delaware	Limited Liability Company	mol-1927
IDEA.COM, INC.	Delaware	Business corporation	NR
MODIS/COMPUTER ACTION, INC.	Florida	Business corporation	p97-22908
SOLIANCE, LLC	Delaware	Limited Liability Company	NR

SECOND: The exact name, jurisdiction and entity type of the surviving party is:

MODIS, INC.	Florida	Business corporation	JH6369
-------------	---------	----------------------	--------

THIRD: The attached plan of merger was approved by the Florida domestic corporation in accordance with the provisions of Chapter 607 of the Florida Statutes.

FOURTH: The attached plan of merger was approved by the Delaware Limited Liability Companies that are party to this merger in accordance with the applicable laws of the state under which they are formed.

FIFTH: The effective date of these articles of merger is January 1, 2011, at 12:03 AM.

SIXTH: Signatures for each party:

H10000277818 3

H10000277818 3

MODIS, INC.

AJILON LLC

Diana R. Karabelas / Dawn Ehrhart Diana R. Karabelas / Dawn Ehrhart

DIANA R. KARABELAS, ASST. SECY Dawn Ehrhart, VP DIANA R. KARABELAS, ASST. SECY Dawn Ehrhart, VP

IDEA.COM, INC.

MODIS/COMPUTER ACTION, INC.

Diana R. Karabelas / Dawn Ehrhart Diana R. Karabelas / Dawn Ehrhart

DIANA R. KARABELAS, ASST. SECY Dawn Ehrhart, VP DIANA R. KARABELAS, ASST. SECY Dawn Ehrhart, VP

SOLIANCE, LLC

Diana R. Karabelas / Dawn Ehrhart

DIANA R. KARABELAS, ASST. SECY Dawn Ehrhart, VP

H10000277818 3

H10000277818 3

PLAN OF MERGER
of
AJILON LLC
(a Delaware limited liability company)
of
IDEA.COM, INC.
(a Delaware Limited Liability Company)
of
MODIS/COMPUTER ACTION, INC.
(a Florida corporation)
of
SOLIANCE, LLC
(a Delaware Limited Liability Company)
into
MODIS, INC.
(a Florida corporation)

10 DEC 29 PM 3:51

SECRETARY OF STATE
DIVISION OF CORPORATIONSEFFECTIVE DATE
1/1/11

1. **THE MERGER.** Subject to the terms and conditions hereof, Modis, Inc. ("Modis") shall be merged with Ajilon LLC, Idea.com, Inc., Modis/Computer Action, Inc. and Soliance, LLC (collectively, the "Companies") (the "Merger") in accordance with Section 607.1105 of the Florida Business Corporation Act (the "FBCA") and Section 18-209 of the Delaware Limited Liability Company Act (the "DLLCA"). Modis shall be the surviving entity in the Merger. Modis shall succeed to and acquire all of the assets and assume all of the liabilities (each, without limitation or modification, whatsoever) of the Companies. The Merger shall become effective on January 1, 2011 at 12:03 AM EST (the "Effective Time"). At the Effective Time the separate existence of the Companies shall cease, and the Merger shall have the effects stated in Section 607.1106 of the FBCA.

2. **CERTIFICATE OF INCORPORATION AND BYLAWS; OFFICERS.** The Certificate of Incorporation and Bylaws of Modis in effect immediately prior to the consummation of the Merger shall be the Certificate of Incorporation and Bylaws of the surviving entity and shall remain in effect following the Effective Time until amended or repealed. The officers of Modis immediately prior to the Effective Time shall be the directors and officers of the surviving entity until their successors shall have been duly elected and qualified or as otherwise provided by law, or by the Certificate of Incorporation or Bylaws of the surviving entity.

3. **CANCELLATION OF MEMBERSHIP INTERESTS; CANCELLATION OF CERTAIN RIGHTS AND SHARES.** At the Effective Time, by operation of law, all of the outstanding membership interests or shares of stock of the Companies shall be cancelled and no shares of Modis stock shall be issued in exchange thereof.

4. **CONDITIONS TO THE MERGER.** The Merger shall not be consummated unless stockholder of Modis and the member or stockholder of the Companies shall have approved this

H10000277818 3

H10000277818 3

Plan in accordance with the FBCA and the DLLCA. Neither of such approvals shall have been revoked at or prior to the Effective Time.

5. **ABANDONMENT OF AGREEMENT.** This Plan may be abandoned unilaterally by the Companies or by Modis at any time before the Effective Time if (a) any action, suit, proceeding or claim has been instituted, made or threatened relating to the Plan which shall make consummation of the transactions contemplated hereby inadvisable in the opinion of the Companies or Modis, respectively, or (b) for any other reason consummation of the transactions contemplated hereby is inadvisable in the opinion of the Companies or Modis, in their respective sole judgments. Such abandonment shall be effected by written notice by the Companies or Modis to the other party hereto, authorized or approved by the party giving such notice. Upon the giving of such notice, this Plan shall be terminated and there shall be no liability hereunder or on account of such termination on the part of the Companies or Modis or the directors, officers, employees, agents or stockholders of any of them.

6. **AMENDMENTS.** To the extent permitted by law, this Plan may be amended by a subsequent writing signed by the parties hereto with the authorization or approval of the parties hereto.

7. **FURTHER ASSURANCES.** From time to time, as and when required by Modis or by its successors or assigns, and to the extent permitted by law, there shall be executed and delivered on behalf of the Companies such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Modis the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Companies and otherwise carry out the purposes of this Plan, and each of the officers of Modis is fully authorized in the name and on behalf of the Companies or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

8. **TAX CONSEQUENCES.** It is the express intent and purpose of this Plan that the transaction contemplated hereunder qualify under the internal revenue laws as tax-free reorganization. To this end, any ambiguity in this Plan shall be resolved in an interpretation that will qualify this transaction as a tax-free reorganization. Notwithstanding the above, the failure of this transaction to qualify as a tax-free reorganization shall not give rise to a cause of action by any person involved in this transaction.

9. **GOVERNING LAW.** This Plan shall be governed by and construed in accordance with the laws of the State of Florida, without regard to the conflicts of law principles thereof.

H10000277818 3