

CT CORPORATION SYSTEM  
F94000001050

FILED  
01 DEC 27 PM 3:21  
TALLAHASSEE FLORIDA

(1) Ciber Industry Solutions, Inc. (2) Ciber Government Solutions, Inc. merging into:

Ciber, Inc.

Merger

EFFECTIVE DATE

12/31/01

☐ Profit

☐ Amendment

☒ Merger

☐ Nonprofit

☐ Foreign

☐ Dissolution/Withdrawal

☐ Mark

☐ Reinstatement

☐ Limited Partnership

☐ Annual Report

☐ Other

☐ LLC

☐ Name Registration

☐ Change of RA

☐ Fictitious Name

☐ UCC

☐ Certified Copy

☐ Photocopies

☐ CUS

☐ Call When Ready

☐ Call If Problem

☐ After 4:30

☒ Walk In

☐ Will Wait

☒ Pick Up

☐ Mail Out

Name

12/27/01

Order#: 4970408

Availability

Document

Examiner

Updater

Verifier

W.P. Verifier

MS

900004741569-1

-12/27/01--01045--020

Ref#: \*\*\*\*105.00 \*\*\*\*105.00

Amount: \$

660 East Jefferson Street  
Tallahassee, FL 32301  
Tel. 850 222 1092  
Fax 850 222 7615

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

CIBER GOVERNMENT SOLUTIONS, INC., a Florida corporation 540026

CIBER INDUSTRY SOLUTIONS, INC., a Delaware corporation not authorized to  
transact business in Florida

into

**CIBER, INC.**, a Delaware entity F94000001050

File date: December 27, 2001 , effective December 31, 2001

Corporate Specialist: Annette Ramsey

EFFECTIVE DATE  
12/31/01

**ARTICLES OF MERGER**  
(Profit Corporations)

FILED  
01 DEC 27 PM 3:21  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The following articles of merger are submitted in accordance with the Florida Business Corporation Act pursuant to section 607.1105, F.S.

**First:** The name and jurisdiction of the surviving corporation is:

Name

Jurisdiction

CIBER, INC.

DELAWARE

**Second:** The name and jurisdiction of each merging corporation is:

Name

Jurisdiction

CIBER INDUSTRY SOLUTIONS, INC.

DELAWARE

CIBER GOVERNMENT SOLUTIONS, INC.

FLORIDA

**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State

**OR** 12 / 31 / 01 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

**Fifth:** Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on \_\_\_\_\_.

The Plan of Merger was adopted by the board of directors of the surviving corporation on  
DECEMBER 21, 2001 and shareholder approval was not required.

**Sixth:** Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on DECEMBER 21, 2001.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

*(Attach additional sheets if necessary)*

**Seventh: SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature

Typed or Printed Name of Individual & Title

**CIBER INDUSTRY  
SOLUTIONS, INC.**

**CIBER GOVERNMENT  
SOLUTIONS, INC.**

**CIBER, INC.**

MAC J. SLINGERLUND, PRESIDENT/ SECY

MAC J. SLINGERLUND, PRESIDENT/SECY

MAC J. SLINGERLUND, PRESIDENT/CEO/SECY

Exhibit A

**AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER, dated as of December 21, 2001, is to provide for the merger of **CIBER Industry Solutions, Inc.**, a Delaware corporation ("CIS") and **CIBER Government Solutions, Inc.**, a Florida corporation ("CGS") into **CIBER, Inc.**, a Delaware corporation ("CIBER"). CIS, CGS and CIBER are sometimes hereafter together referred to as the "Constituent Corporations."

WHEREAS, CGS is a corporation duly organized and existing under the laws of the State of Florida, having an authorized capital stock of 1,000 shares of common stock, \$1.00 par value (the "CGS Common Stock");

WHEREAS, 1,000 shares of CGS Common Stock are issued and outstanding and owned by CIS, and are the only shares of capital stock of CCI issued and outstanding;

WHEREAS, CIS is a corporation duly organized and existing under the laws of the State of Delaware, having an authorized capital stock of 1,000 shares of common stock, \$1.00 par value (the "CIS Common Stock");

WHEREAS, 1,000 shares of CIS Common Stock are issued and outstanding and owned by CIBER, and are the only shares of capital stock of CIS issued and outstanding;

WHEREAS, the respective boards of directors of CIS, CSG and CIBER have determined that it is advisable and in the best interests of such corporations that each of CIS and CSG merge with and into CIBER as authorized by the statutes of the states of Delaware and Florida and upon the terms and subject to the conditions of this Agreement;

WHEREAS, the respective boards of directors of CIS and CGS have, by resolutions duly adopted, approved this Agreement, CIBER has approved this Agreement as the sole stockholder of CIS, and CIS has approved this Agreement as the sole stockholder of CGS; and

NOW, THEREFORE, it is resolved as follows:

1. **Merger.** Upon the terms and subject to the conditions set forth in this Agreement, each of CIS and CGS shall be merged with and into CIBER (the "Merger"), and CIBER shall be the surviving corporation (sometimes hereafter referred to as the "Surviving Corporation"). The name of the Surviving Corporation shall be CIBER, Inc. The Merger shall become effective at 11:59 p.m. Eastern Time on December 31, 2001 (the "Effective Time").

2. **Governing Documents.** The certificate of incorporation of CIBER, as in effect immediately prior to the Effective Time, shall be the certificate of incorporation of the Surviving Corporation without change or amendment until thereafter amended in accordance with applicable law. The bylaws of CIBER, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Corporation without change or amendment until thereafter amended in accordance with applicable law. References to "the Corporation" in Article VI of the bylaws of CIBER shall include CIS and CSG, in addition to CIBER, so that any person who was a director or officer of any of CIS or CSG or is or was serving at the request of CIS or CSG as a director, employee, or agent of another corporation, partnership, joint venture, trust, association, or other entity shall stand in the same position under the provisions of said Article VI with respect to CIBER as such person would if such person had served CIBER in the same capacity or is or was so serving such other entity at the request of CIBER, as the case may be.

3. **Succession; Officers and Directors.** At the Effective Time, the separate corporate existence of each of CIS and CSG shall cease, and CIBER as the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public and private nature and be subject to all the restrictions, disabilities and duties of each of CIS and CSG; and all rights, privileges, powers and franchises of each of CIS and CSG, and all property, real, personal and mixed, and all debts due to CIS and/or CSG on whatever account, as well as for share subscriptions and all other things in action belonging to CIS and/or CSG, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectively the property of the Surviving Corporation as they were of CIS or CSG, and the title to any real estate vested by deed or otherwise in CIS or CSG, 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 CIS or CSG shall be preserved unimpaired, and all debts, liabilities and duties of CIS and CSG 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 the Surviving Corporation. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of CIS and CSG and their respective shareholders, board of directors and committees thereof, 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, arrangements, approvals and authorizations of CIBER and shall be as effective and binding thereon as the same were with respect to CIS or CSG.

At the Effective Time, the officers and directors of CIBER shall become the officers and directors of the Surviving Corporation to hold the positions in the Surviving Corporation to which they have been elected as officers of CIBER and to serve in accordance with the bylaws of the Surviving Corporation.

4. **Further Assurances.** From time to time, as and when required by CIBER, or by its successors and assigns, there shall be executed and delivered on behalf of CIS or CSG 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 or necessary in order to vest, perfect or confirm, of record or otherwise, in CIBER the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of CIS and CSG, and otherwise to carry out the purposes of this Agreement, and the officers and directors of CIBER are fully authorized in the name

and on behalf of CIS and/or CSG or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

**5. Conversion of Securities in the Merger.** At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each then outstanding share of CIS Common Stock and CSG Common Stock shall be canceled and retired and no shares or other security shall be issued in respect thereof.

**6. Amendment.** Subject to applicable law, this Agreement may be amended, modified or supplemented by written agreement of the parties at any time prior to the Effective Time.

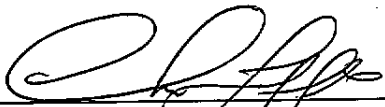
**7. Abandonment.** At any time prior to the Effective Time, this Agreement may be terminated and the Merger may be abandoned by the board of directors of any or all of CIS, CSG or CIBER, notwithstanding approval of the stockholders, if circumstances arise which, in the opinion of the board of directors of any Constituent Corporation, make the Merger inadvisable.

**8. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and the same agreement.

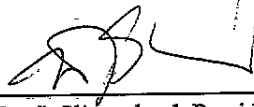
**9. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties have caused this Agreement and Plan of Merger to be signed by its duly authorized officers as of the date first above written.


ATTEST:

By   
Christopher Loffredo, VP & Asst Secretary


**CIBER Industry Solutions, Inc., a  
Delaware corporation**

By   
Mac J. Slingerland, President & Secretary

ATTEST:

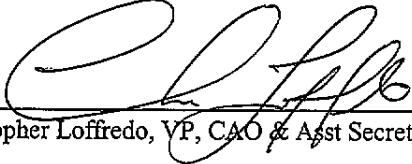
By   
Christopher Loffredo, VP & Asst Secretary

**CIBER Government Solutions, Inc., a  
Florida corporation**

By   
Mac J. Slingerland, President & Secretary


ATTEST:

By

  
Christopher Loffredo, VP, CAO & Asst Secretary

**CIBER, Inc., a Delaware corporation**

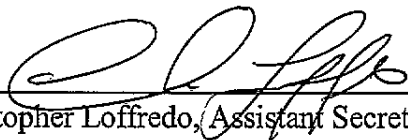
By

  
Mac J. Slingerland, President, CEO & Secretary

CERTIFICATE OF THE ASSISTANT SECRETARY  
OF  
CIBER INDUSTRY SOLUTIONS, INC.

I, Christopher Loffredo, the Assistant Secretary of CIBER Industry Solutions, Inc., hereby certify that the Agreement and Plan of Merger to which this certificate is attached, after having been first duly signed on behalf of the corporation by the President and Assistant Secretary, was duly approved and adopted by written consent of the sole shareholder of CIBER Information Services, Inc. in lieu of a meeting on December 21, 2001.

WITNESS my hand and seal of CIBER Industry Solutions, Inc. this 21st day of December, 2001.


  
\_\_\_\_\_  
Christopher Loffredo, Assistant Secretary

(SEAL)

CERTIFICATE OF THE ASSISTANT SECRETARY  
OF  
CIBER GOVERNMENT SOLUTIONS, INC.

I, Christopher Loffredo, the Assistant Secretary of CIBER Government Solutions, Inc., hereby certify that the Agreement and Plan of Merger to which this certificate is attached, after having been first duly signed on behalf of the corporation by the President and Assistant Secretary, was duly approved and adopted by written consent of the sole shareholder of CIBER of California, Inc. in lieu of a meeting on December 21, 2001.

WITNESS my hand and seal of CIBER Government Solutions, Inc., this 21st day of December, 2001.

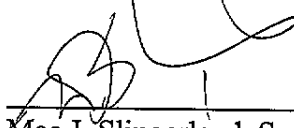
  
\_\_\_\_\_  
Christopher Loffredo, Assistant Secretary

(SEAL)

CERTIFICATE OF THE SECRETARY  
OF  
CIBER, INC.

I, Mac J. Slingerlend, the Secretary of CIBER, Inc., hereby certify that the Agreement and Plan of Merger to which this certificate is attached, after having been first duly signed on behalf of the corporation by the President and Vice President, was duly approved and adopted by written consent by the Board of Directors of CIBER, Inc. in lieu of a meeting on December 21, 2001.

WITNESS my hand and seal of CIBER, Inc. this 21st day of December, 2001.

  
\_\_\_\_\_  
Mac J. Slingerlend, Secretary

(SEAL)